



# Performance Audit Report 2021

## ERL25

Audit Report	Authorisation	Name	Position	Date
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Reviewed By (licensee)	[REDACTED]	Geoff Gaston	Chief Executive Officer	28/03/2022

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## GLOSSARY

<b>AEMO</b>	Australian Energy Market Operator
<b>BMS</b>	Business Management System
<b>CE</b>	Change Energy
<b>CRM</b>	Customer Relationship Management
<b>CTR</b>	Customer Transfer Request
<b>ERL25</b>	Retail Licence for Change Energy Pty Ltd
<b>ERA</b>	Economic Regulation Authority
<b>ESA</b>	Electricity Supply Agreement  (i.e. Customer Application and Commercial Terms together with Terms and Conditions (Non-Standard))
<b>ETAC</b>	Electricity Transfer Access Contract
<b>LUC</b>	Large Use Customer
<b>NMI</b>	National Meter Identifier
<b>NSC</b>	Non-Standard Contract (i.e. Terms & Conditions (Non-Standard))
<b>MW</b>	MegaWatt
<b>RRN</b>	Retailer Reference Number
<b>RFP</b>	Request for Proposal
<b>SFC</b>	Standard Form Contract
<b>SUC</b>	Small Use Customer
<b>SWIN</b>	South West Interconnected Network
<b>SWIS</b>	South West Interconnected System
<b>VC</b>	Verifiable Consent
<b>WEM</b>	Wholesale Electricity Market
<b>WPN</b>	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

Change Energy was issued an Electricity Retail Licence (ERL25) on 16 December 2016 by the Economic Regulation Authority (ERA) under sections 7(4) and 15(1) of the Electricity Industry Act 2004. The retail licence ERL25 expires on 15 December 2031.

Change Energy Pty Ltd is an electricity retailer which operates electricity sales in Western Australia. As an electricity retailer Change Energy Pty Ltd liaises directly with consumers and ensures that their energy requirements are met.

The organisation is efficient and has less than 5 employees. During the audit period Change Energy reported as part of the Annual Performance Audit Reports the following number of customer accounts as at June 30;

Report Year	No. of Small Use Customer Accounts
2019	57
2020	115
2021	136

Change Energy does not supply any small use customers on Standard Form Contracts. All of their small use customers were supplied on Non-Standard Contracts during the audit period. These Customer Contracts comprise of an Electricity Supply Agreement (ESA) and Terms & Conditions.

Section 13 of the Electricity Industry Act 2004 requires 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 the Authority (Ref: D241116 Date: 29/11/21) to undertake the works subject to an audit plan approved by the Authority (Ref D242822 Date 31/01/2022).

This is Licensee's second electricity retail licence Performance Audit and the audit has been conducted to assess the Licensee's compliance with its licence conditions.

The previous 2018 Performance Audit Report made one recommendation and four improvement opportunities. The single non-compliance was identified under clause 10.3(a) of the Code of Conduct for the Supply of Electricity to Small Use Customers, about the provision of information on

service standard payments. As the non-compliance was resolved during the audit period, a post-audit implementation plan was not required.

A summary of findings and recommendations arising from the current audit are detailed below:

Obligation/Report Ref Number	Licence Obligation <sup>1</sup>	Recommendations
29 01/2021	<p><b>Customer Transfer Code 2016 - Clause 4.7</b></p> <p>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>	<p>In order to ensure the nominated transfer date is compliant with the specified times frames in the Customer Transfer Code, the Licensee should strengthen control processes and revise relevant Control Procedure. Undertake the following corrective actions:</p> <ul style="list-style-type: none"> <li>▪ Update Account Management and Sales Process and the Change Energy New Customer Set Up Process Flow to reflect the consideration of public holidays, location and meter types installed or required.</li> <li>▪ Determine whether the CE Customer Portal can be updated to include a check box to confirm consideration has been given for public holidays. This may be able to be programmed into the system.</li> <li>▪ Ensure the organisation has established a process for change management in relation to legislative and other requirements i.e., legislative changes, amendments to Build Pack.</li> <li>▪ Notify the Network Operator of the issue relating to circumstances where CTRs that did not meet the specified timeframes could be submitted into the Web Portal and consult to explore solutions.</li> </ul>
105 02/2021	<p><b>Electricity Industry Act 2004 - Licence Condition 4.2.1</b></p> <p>A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i>.</p>	<p>In addition to the Corporate Calendar, the Licensee has established internal control measures to ensure emails are communicated to both the CEO and the Business Analyst when received from ERA Accounts Department. There were no further recommendations made.</p>
124 03/2021	<p><b>Electricity Industry Act 2004 - Licence Condition 4.5.1</b></p> <p>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>	<p>Further develop the 2020 Licence Obligations spreadsheet (note revised version Electricity Compliance Reporting Manual, February 2022) to use as an internal audit tool in the preparation of annual compliance reports to ensure ongoing accuracy and integrity of data reported to the ERA.</p>
133 04/2021	<p><b>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 2.3(2)</b></p>	<p>Amend the Terms &amp; Conditions (NSC) to specifically include the requirements of 2.3(2)(g) and (j). Update the BMS, Account Management and Sales Process,</p>

Obligation/Report Ref Number	Licence Obligation <sup>1</sup>	Recommendations
	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	Sales Induction Forms, and other information systems to reference the requirements, for example, a link on Change Energy website to refer customers to Western Power Website for information on the safe use of electricity
135 04/2021	<p><b><i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 2.3(5)</i></b></p> <p>Subject to sub clause 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>	<p>(<a href="https://www.westernpower.com.au/safety/safety-at-home/">https://www.westernpower.com.au/safety/safety-at-home/</a>) and Western Power 24 hour telephone number for faults and emergencies.</p>
155 05/2021	<p><b><i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 4.5(1)</i></b></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>	Review the billing process, commercial terms and relevant control procedures to ensure the "Approved Payment Methods" align with the "How To Pay" section of the bill and the particulars required on bills are included. Ensure requirements detailed in the updated Licence Obligations spreadsheet as detailed in recommendation 03/2021.
188 05/2021	<p><b><i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 5.2</i></b></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>	

The previous Performance Audit Report was for the period 16 December 2016 to 31 December 2018. A Performance Audit Report 2018 was submitted to the ERA for review and published on their website. As a result of the Licensee high level of compliance the ERA decided to increase the period covered by this audit from 24 months to 36 months (Refer ERA Notice 10 May 2018). As such, the 2021 Performance Audit is for the period 1 January 2019 to 31 December 2021. There were no substantial changes to the retail licence or Change Energy since the previous Performance Audit.

The 2018 Performance Audit Report noted several obligations that were not applicable to the Performance Audit scope as at the time Change Energy did not have:



- small use customers on Standard Form Contracts,
- residential customers
- non-contestable customers

It was confirmed by the Licensee and support by the evidenced provided during the documentation review and the site visit that the above obligations were also not applicable for the current audit period.

## 2. AUDIT OPINION

### Modified Audit Opinion

We have undertaken a reasonable assurance engagement on Change Energy’s (the Licensee) compliance, in all material respects, with the Electricity Retail Licence (ERL25) (the Licence) and all applicable obligations from the Electricity Compliance Reporting Manuals (June 2020, July 2018 and July 2017) released during the audit period (Licence Obligations) (together referred to as the “Licence Conditions”) for the period from 1 January 2019 to 31 December 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 Modified Opinion, Change Energy has complied, in all material respects, with the Licence Conditions for the period from 1 January 2019 to 31 December 2021. The Auditor considers the Licensee has a strong compliance framework that achieved a high level of compliance with the conditions of their licence.

### Basis for Modified Opinion

With respect to the audit period 1 January 2019 to 31 December 2021, as a result of identified control inadequacies, Change 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 <sup>1</sup>		REPORT REF/NON-COMPLIANCE
29	<p><b>Customer Transfer Code 2016 - Clause 4.7</b></p> <p>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>	01/2021 - Failure to nominate a transfer date in accordance with the specified timeframes on 11 occasions.
105	<p><b>Electricity Industry Act 2004 - Licence Condition 4.2.1</b></p> <p>A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i>.</p>	02/2021 - A non-compliance with late payment of the Standing Data Charge was an administrative oversight.

REFERENCE NUMBER & LICENCE OBLIGATION <sup>1</sup>		REPORT REF/NON-COMPLIANCE
124	<p><b>Electricity Industry Act 2004 - Licence Condition 4.5.1</b></p> <p>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>	<p>03/2021 - A non-compliance was noted in regards to the failure to include the applicable Type 2 non-compliance in the subsequent annual compliance report. The control environment (i.e. use of internal audit) in relation to the correct collection and handling of data that the Licensee supplies to ERA and/or compliance related activities were not adequate to ensure accurate reporting of information to the ERA.</p>
133	<p><b>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 2.3(2)</b></p> <p>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>	<p>04/2021 - For the duration of the audit period when entering a NSC (i.e. ESA), the Licensee, did not include a reference sub clauses 2.3(2)(g) and (j);</p> <ul style="list-style-type: none"> <li>▪ (g) the distributor's 24 hour telephone number for faults and emergencies; (Note: The Auditor considered intent Code of Conduct Clause 2.3(3)(b) and determined the NSC detailed in emergency information could be obtained from the Network Operator 24 hour emergency line but did not reference faults and did not include a telephone number. Additionally, the definitions (Clause 28.1) did not refer to Western Power as the Network Operator)</li> <li>▪ (j) general information on the safe use of electricity.</li> </ul>
135	<p><b>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 2.3(5)</b></p> <p>Subject to sub clause 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>	<p>04/2021 - As sub clauses 2.3(2)(g) and (j) were not included in the ESA VC obtained did not cover these requirements.</p>
155	<p><b>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 4.5(1)</b></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>05/2021 - Non-compliance was noted in relation to subclause (r) see below:</p> <p>(r) a <i>summary of the payment methods</i> – the customer bills do not reflect the Approved Payment Methods as agreed in the Commercial Terms, for example BPAY option was not referenced.</p>
188	<p><b>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 5.2</b></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>05/2021 - Code Of Conduct, Clause 5.2 The "How To Pay" section of the bills payment options were not as specified in the Commercial Terms, for example the option of BPAY as a payment method was not included on customer bills.</p>

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

Recommendations to address the non-compliances are detailed in Table 7. The recommendations made by the Auditor align with “good electricity industry practice” and relate to 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.

### **Change Energy’s Responsibilities for Compliance with the “Licence Conditions”**

Change Energy is responsible for:

- (a) Compliance with the Licence as evaluated against the conditions within the Licence, for the period 1 January 2019 to 31 December 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, and 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 Change Energy’s compliance, in all material respects, with the licence obligations as evaluated against its Licence Conditions for the period 1 January 2019 to 31 December 2021. ASAE 3100 requires that we plan and perform our procedures to obtain reasonable assurance about whether Change Energy has complied, in all material respects, with the licence obligations as evaluated against its Licence Conditions for the period from 1 January 2019 to 31 December 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

The Licensee has issued a Consultancy Brief to undertake its third Performance Audit as required by its Electricity Retail Licence (ERL25). 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).

The purpose of the Performance Audit was to assess the effectiveness of measures taken by the Licensee to meet the conditions of its licence conditions.

#### 3.1 Performance Audit Scope

The Performance Audit is an audit of the effectiveness of measures taken by the licensee to meet the performance criteria specified in the Licence (refer Section 13(2) of the Electricity Act 2004). Performance criteria are defined within Condition 1 of the Licence as:

- The terms and conditions of the Licence
- Any other relevant matter in connection with the applicable legislation that the ERA determines should be part of the Performance Audit.

There were no areas of special focus prescribed by the ERA in relation Change Energy's Performance Audit.

The Performance Audit encompassed an assessment of the following five key areas using the risk evaluation model (based on ISO 31000:2018) as detailed in the Audit Guidelines (Appendix 3):

1. Process compliance: the effectiveness of systems and procedures throughout the audit period, including the adequacy of internal controls.
2. Outcome compliance: the actual performance against the prescribed licence standards throughout the audit period.
3. Output compliance: the existence of the output from systems and procedures throughout the audit period (specifically, proper records which provide assurance that procedures are consistently followed, and controls are maintained).
4. Integrity of reporting: the completeness and accuracy of the compliance and performance reports provided to the ERA.
5. Compliance with any individual licence conditions – the actual performance against the requirements imposed on the specific licensee by the ERA or specific matters raised by the ERA.

The Performance Audit Report is required to identify areas of non-compliance and recommends corrective action as necessary (Refer Appendix 1 for assessment effectiveness and recommendations where applicable).

The Performance Audit Report is an assurance engagement to report on Change Energy's compliance with the licence obligations as evaluated against its Licence Conditions and 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.

The audit procedures included the following within the scope of the Performance Audit Report:

- 2019 Audit and Review Guidelines: Electricity and Gas Licences (Audit Guidelines)
- Electricity Compliance Reporting Manual (Release Date July 2017, July 2018, June 2020)
- Compliance Enforcement Policy 2016
- 2021 Audit Plan as developed and approved by the ERA;
- 2018 Performance Audit – ERL25
- Interviews with Change Energy personnel including operational and senior management levels
- Review of applicable documents (as defined in the Audit Plan), systems and walkthrough of processes
- Detailed sample testing and data analysis where obligations were rated as a priority 3 and above in the approved audit plan

A detailed list of documents reviewed during the Performance Audit is included in Appendix 2.

The Performance Audit was conducted in accordance with ISO 31000 Risk Management – Guidelines, APES 110 Code of Ethics and the following Standards on Assurance Engagement issued by the Auditing and Assurance Standards Board:

- ASAE 3000 - Assurance Engagements Other than Audits or Reviews of Historical Financial Information
- ASAE 3100 - Compliance Engagements.
- Auditing Standard ASA 315 - Identifying and Assessing the Risks of Material Misstatement through Understanding the Entity and Its Environment
- Auditing Standard ASA 500 - Audit Evidence
- Auditing Standard ASA 530 - Audit Sampling

Change Energy as the retail licence holder are responsible for compliance with the condition of the Electricity Retail Licence (ERL25).

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 obligations for ERL25 that have been excluded from the audit because they are not applicable to Change Energy. During the Audit Period, the Type 1 reporting requirements applicable to ERL25 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 Change Energy did not have small or large 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 2 - Obligations Excluded from the Audit Report

OBLIGATIONS EXCLUDED FROM THE PERFORMANCE AUDIT	
Ref*	Justification for Exclusion
107	Not Applicable – The Licensee did not exercise <i>the Land Administration Act 1997</i> in relation to taking an in interest in land or an easement over land.
110	Not Applicable – The Licensee has not been designated under s71(1) of the Electricity Act as the supplier of last resort.
120	Not Applicable – The Licensee has not been prescribed individual performance standards by the Authority.
136, 147., 191-196, 200, 202-227, 231, 294-295	Not Applicable – The Licensee does not have 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.
275-279	The Licensee does not have any non-contestable customers as such this Clause is not applicable to the audit scope.

\* Electricity Compliance Reporting Manual – June 2020

The Retail Licence compliance elements that were included in the scope of this audit are as defined in Table 7 and are further detailed in Appendix 1.



### 3.2 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 Change Energy’s Malaga offices on the 4<sup>th</sup> February 2022 to access information, make enquiries and interview relevant personnel. The Auditor confirms there were no other functions performed by another entity on behalf of the Licensee that required review. The Licensee has developed and implemented a Change Energy portal to support and improve aspects of the business operations undertaken by the Licensee. The process was detailed and reviewed during the audit. This Performance Audit report is an accurate representation of the Auditor’s findings and opinions.

During the site visit the Auditor assessed the License’s controls. Where the Licensee’s controls changed during the audit period, the auditor examined both the former and current controls, for example applicable versions of the Business Management System Manual (Refer 10-13 Appendix 2).

The types of audit procedures and audit evidence obtained were specified in the Audit Plan and were commensurate with the Audit Priority allocated to the Licence obligations. The Audit Priority assigned to the licence obligation and the strength of the Licensee’s control environment (refer Table 4 below) guided the nature and extent of the audit procedures applied. The Auditor used their professional judgement to determine what constituted sufficient audit evidence and undertook adequate review of all Licence Obligations to confirm the Audit Priority allocated in the Audit Plan (refer Appendix 1 & 2 for detail).

Table 4 - Description of Controls Assessed

Controls	Description of 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.

Additionally, where a licence obligation required the Licensee to develop processes to ensure they completed the activities within a prescribed timeframe such as responding to customer complaints, connecting and re-connecting customer or providing annual compliance and performance reports to the ERA suitable audit procedures were engaged to determine whether the Licensee complied with these licence obligations in a timely manner. of the outcome compliance was considered in the determination of the Licensee’s performance.

Where the Auditor identified inadequacies with the controls, they have been disclosed in the observations section of the report. The Performance Audit methodology required the Audit to review both current and former controls, however, as detailed in the Audit Guidelines only controls currently in place were rated.

Further as specified in the Audit Guidelines (refer section 4.2.1) the Licensee’s controls (control environment and control procedures) were only assessed and a control rating provided for:

- Audit priority of 1, 2 or 3 – licence obligations with an assigned audit priority of 1, 2 or 3. If the auditor raises an audit priority after the planning stage from 4 or 5 to 1, 2 or 3, the auditor must also assess the licensee’s controls.
- Non-compliant – licence obligations that the auditor has rated non-compliant.(i.e, compliance rating of 2, 3 or 4).

It is confirmed that that the Licensee provided assistance to the Auditors, as required by Section 4.1 of the Audit Guidelines (2019) by providing the audit team;

- 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 Malaga office attended during the site visit.
- 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 as the employee has ceased working with Change Energy)

Table 3 - List of Personnel Who Participated In Audit & Review

No.	Name	Company	Position Description
1	Geoff Gaston	Change Energy	Chief Executive Officer
2	Cherie Cooper	Change Energy	Business Analyst

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 rectified some non-compliances identified. However, not all of these corrective actions were completed within the audit period. Where applicable, the effectiveness of corrective actions have been considered in the report.

The Performance Audit required 70 hours of Nicole Davies time.

### 3.3 Performance Audit Objectives

The Performance Audit has been conducted in order to assess the effectiveness of Change Energy's and level of compliance with the conditions of its Electricity Retail Licence ERL25.

### 3.4 Performance Audit Summary of Findings

A two-dimensional rating scale (refer Section 5.1.6.1 of the Audit Guidelines and Table 1 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 was clearly defined in the Audit Plan.

Table 4 - Audit Compliant and Control Rating Scales

Performance Audit Compliance & Controls Rating Scales			
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
N/P	Not Performed – A controls rating was not required	N/R	Not rated – No activity took place 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 5 - Compliance and Controls Ratings Summary Table

		COMPLIANCE RATING					
		1	2	3	4	N/R	TOTAL
CONTROLS RATING	A	1	1			2	4
	B		6				6
	C						
	D						
	N/P	105				78	183
	TOTAL	106	7			80	193

Table 6 - Performance Audit Compliance Summary

Ref. No.*	Retail Licence Reference	Audit Priority	Controls Rating					Compliance Rating				
			A	B	C	D	N/P	1	2	3	4	N/R
<b>9 ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE 2016 – LICENCE CONDITIONS AND OBLIGATIONS</b>												
6	Clause 3.2(2)	4					N/P	1				
7	Clause 3.4(1)	4					N/P	1				
8	Clause 3.5(3)	4					N/P					N/R
9	Clause 3.6(2)	4					N/P					N/R
16	Clause 3.9(1)	4					N/P	1				
17	Clause 3.9(2)	4					N/P					N/R
18	Clause 3.9(3)	4					N/P	1				
19	Clause 3.9(4)	4					N/P	1				
23	Clause 4.2(2)	4					N/P	1				
24	Clause 4.3	4					N/P	1				
25	Clause 4.4(1)	4					N/P	1				
26	Clause 4.4(2)	4					N/P	1				
27	Clause 4.5(1)	4					N/P	1				
28	Clause 4.6(3)	4					N/P					N/R
29	Clause 4.7	4		B					2			
30	Clause 4.8(2)	4					N/P					N/R
34	Clause 4.9(6)	4					N/P	1				
39	Clause 4.11(3)	4					N/P	1				
40	Clause 4.12(3)	5					N/P	1				
43	Clause 4.15	5					N/P	1				
44	Clause 4.16	4					N/P	1				
45	Clause 4.17	4					N/P	1				
48	Clause 5.2	4					N/P	1				
48A	Clause 6.1	4					N/P	1				
49	Clause 6.2	4					N/P	1				
52	Clause 6.4(1)	4					N/P					N/R
53	Clause 6.4(2)	4					N/P					N/R
54	Clause 6.6	4					N/P	1				
55	Clause 7.1(1)	5					N/P					N/R
56	Clause 7.1(2)	5					N/P					N/R

Ref. No.*	Retail Licence Reference	Audit Priority	Controls Rating					Compliance Rating					
			A	B	C	D	N/P	1	2	3	4	N/R	
57	Clause 7.1(3)	4					N/P						N/R
58	Clause 7.2(4)	5					N/P						N/R
59	Clause 7.3(2)	5					N/P						N/R
<b>11 ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005 – LICENCE CONDITIONS AND OBLIGATIONS</b>													
79	Regulation 5	4					N/P	1					
80	Regulation 6	4					N/P	1					
81	Regulation 7	4					N/P	1					
82	Regulation 8	4					N/P	1					
83	Regulation 9	4					N/P	1					
84	Regulation 10	4					N/P	1					
85	Regulation 11	4					N/P	1					
86	Regulation 12	4					N/P	1					
87	Regulation 13	4					N/P	1					
88	Regulation 14	4					N/P	1					
89	Regulation 15	4					N/P	1					
90	Regulation 16 and 34	4					N/P	1					
91	Regulation 17	4					N/P	1					
92	Regulation 18	4					N/P	1					
93	Regulation 19	4					N/P	1					
94	Regulation 20	4					N/P	1					
95	Regulation 21	4					N/P	1					
96	Regulation 32	4					N/P	1					
97	Regulation 33(2)	4					N/P						N/R
98	Regulation 33(2) and (4)	4					N/P	1					
100	Regulation 38	4					N/P						N/R
<b>12 ELECTRICITY INDUSTRY ACT 2004 – LICENCE CONDITIONS AND OBLIGATIONS</b>													
101*	Licence Condition 5.3.1	4					N/P	1					
105	Licence Condition 4.2.1	4	A						2				
106	Licence Condition 4.1.1	5					N/P	1					
108	Licence Condition 6.4.1	4					N/P	1					
109	Licence Condition 6.6.1	4					N/P						N/R
111	Licence Condition 6.1.1	4					N/P	1					
<b>13 ELECTRICITY LICENCES – LICENCE CONDITIONS AND OBLIGATIONS</b>													

Ref. No.*	Retail Licence Reference	Audit Priority	Controls Rating					Compliance Rating					
			A	B	C	D	N/P	1	2	3	4	N/R	
114	Licence Condition 6.3.1	4					N/P						N/R
116	Licence Condition 6.4.2	4					N/P						N/R
117	Licence Condition 6.4.3	4					N/P						N/R
118	Licence Condition 6.5.1	4					N/P						N/R
119	Licence Condition 4.3.1	4					N/P	1					
121	Licence Condition 5.3.2	4					N/P	1					
123	Licence Condition 4.4.1	4					N/P						N/R
124	Licence Condition 4.5.1	4		B					2				
125	Licence Condition 3.8.1 & 3.8.2	4					N/P	1					
126	Licence Condition 3.7.1	4					N/P	1					
<b>14 CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS 2018 – CONDITIONS &amp; OBLIGATIONS</b>													
<b>MARKETING</b>													
130	Code of Conduct, clause 2.2(1)	4					N/P						N/R
131	Code Of Conduct, Clause 2.2(2)	4					N/P						N/R
132	Code Of Conduct, Clause 2.3(1)	4					N/P	1					
133	Code Of Conduct, Clause 2.3(2)	4		B					2				
135	Code Of Conduct, Clause 2.3(5)	4		B					2				
137	Code Of Conduct, Clause 2.4(2)	4					N/P	1					
138	Code Of Conduct, Clause 2.5(1)	4					N/P						N/R
139	Code Of Conduct, Clause 2.5(2)	4					N/P	1					
140	Code Of Conduct, Clause 2.6	4					N/P	1					
141	Code Of Conduct, Clause 2.9	4					N/P						N/R
142	Code Of Conduct, Clause 2.10	4					N/P	1					
<b>CONNECTION</b>													
143	Code Of Conduct, Clause 3.1(1)	4					N/P	1					
144	Code Of Conduct, Clause 3.1(2)	4					N/P	1					
<b>BILLING</b>													
145 <sup>A</sup>	Code Of Conduct, Clause 4.1	4					N/P	1					
146 <sup>A</sup>	Code Of Conduct, Clause 4.2(1)	4					N/P						N/R
148 <sup>A</sup>	Code Of Conduct, Clause 4.2(3)	4					N/P						N/R
149 <sup>A</sup>	Code Of Conduct, Clause 4.2(4)	4					N/P						N/R
150 <sup>A</sup>	Code Of Conduct, Clause 4.2(5)	4					N/P						N/R



Ref. No.*	Retail Licence Reference	Audit Priority	Controls Rating					Compliance Rating				
			A	B	C	D	N/P	1	2	3	4	N/R
151 <sup>A</sup>	Code Of Conduct, Clause 4.2(6)	4					N/P					N/R
152	Code Of Conduct, Clause 4.3(1)	4					N/P					N/R
153	Code Of Conduct, Clause 4.3(2)	4					N/P					N/R
154	Code Of Conduct, Clause 4.4	4					N/P	1				
155	Code Of Conduct, Clause 4.5(1)	4		B					2			
156	Code Of Conduct, Clause 4.5(3)	4					N/P					N/R
157	Code Of Conduct, Clause 4.6	4					N/P	1				
158	Code Of Conduct, Clause 4.7	4					N/P	1				
159	Code Of Conduct, Clause 4.8(1)	4					N/P	1				
160	Code Of Conduct, Clause 4.8(2)	4					N/P	1				
161	Code Of Conduct, Clause 4.8(3)	4					N/P	1				
162	Code Of Conduct, Clause 4.9	4					N/P	1				
163	Code Of Conduct, Clause 4.10	4					N/P					N/R
164	Code Of Conduct, Clause 4.11(1)	4					N/P	1				
165	Code Of Conduct, Clause 4.11(2)	4					N/P					N/R
166	Code Of Conduct, Clause 4.12(1)	4					N/P					N/R
167	Code Of Conduct, Clause 4.13	4					N/P					N/R
168	Code Of Conduct, Clause 4.14(1)	4					N/P	1				
169	Code Of Conduct, Clause 4.14(2)	4					N/P					N/R
170	Code Of Conduct, Clause 4.14(3)	4					N/P					N/R
171	Code Of Conduct, Clause 4.15	4					N/P	1				
172	Code Of Conduct, Clause 4.16(1)(A)	4					N/P	1				
173	Code Of Conduct, Clause 4.16(1)(B)	4					N/P	1				
174	Code Of Conduct, Clause 4.16(2)	4					N/P	1				
175	Code Of Conduct, Clause 4.16(3)	4					N/P					N/R
176	Code Of Conduct, Clause 4.17(2)	4					N/P					N/R
177	Code Of Conduct, Clause 4.18(2)	4					N/P					N/R
178	Code Of Conduct, Clause 4.18(3)	4					N/P					N/R
179	Code Of Conduct, Clause 4.18(4)	4					N/P					N/R
180	Code Of Conduct, Clause 4.18(6)	4					N/P					N/R
181	Code Of Conduct, Clause 4.18(7)	4					N/P					N/R
182	Code Of Conduct, Clause 4.19(1)	4					N/P					N/R
183	Code Of Conduct, Clause 4.19(2)	4					N/P	1				

Ref. No.*	Retail Licence Reference	Audit Priority	Controls Rating					Compliance Rating					
			A	B	C	D	N/P	1	2	3	4	N/R	
184	Code Of Conduct, Clause 4.19(3)	4					N/P						N/R
185	Code Of Conduct, Clause 4.19(4)	4					N/P						N/R
186	Code Of Conduct, Clause 4.19(7)	4					N/P						N/R
<b>PAYMENT</b>													
187 <sup>A</sup>	Code Of Conduct, Clause 5.1	4					N/P	1					
188 <sup>A</sup>	Code Of Conduct, Clause 5.2	4		B					2				
189	Code Of Conduct, Clause 5.3	4					N/P	1					
190 <sup>A</sup>	Code Of Conduct, Clause 5.4	4					N/P	1					
197 <sup>A</sup>	Code Of Conduct, Clause 5.7(1)	4					N/P	1					
198 <sup>A</sup>	Code Of Conduct, Clause 5.7(2)	4					N/P						N/R
199 <sup>A</sup>	Code Of Conduct, Clause 5.7(4)	4					N/P						N/R
201	Code Of Conduct, Clause 5.8(2)	4					N/P						N/R
201A	Code Of Conduct, Clause 5.8(3)	4					N/P						N/R
<b>PAYMENT DIFFICULTIES &amp; FINANCIAL HARDSHIP</b>													
228	Code of Conduct, Clause 6.11	4					N/P	1					
<b>DISCONNECTION &amp; INTERRUPTION</b>													
229	Code Of Conduct, Clause 7.1(1)	4					N/P	1					
230	Code Of Conduct, Clause 7.2(1)	4					N/P	1					
232	Code Of Conduct, Clause 7.4(1)	4					N/P	1					
234	Code Of Conduct, Clause 7.6	2	A					1					
235	Code Of Conduct, Clause 7.7(1)	2	A										N/R
236	Code Of Conduct, Clause 7.7(2)	2	A										N/R
240	Code Of Conduct, Clause 7.7(6)	4					N/P						N/R
241	Code Of Conduct, Clause 7.7(7)	4					N/P						N/R
<b>RECONNECTION</b>													
242 <sup>A</sup>	Code Of Conduct, Clause 8.1(1)	4					N/P	1					
243 <sup>A</sup>	Code Of Conduct, Clause 8.1(2)	4					N/P	1					
<b>PRE-PAYMENT METERS</b>													
245-271 Not Applicable to ERL25 as no pre-payment meters are used													
<b>INFORMATION &amp; COMMUNICATION</b>													
272	Code Of Conduct, Clause 10.1(1)	4					N/P	1					
273	Code Of Conduct, Clause 10.1(2)	4					N/P						N/R

Ref. No.*	Retail Licence Reference	Audit Priority	Controls Rating					Compliance Rating				
			A	B	C	D	N/P	1	2	3	4	N/R
274	Code Of Conduct, Clause 10.13)	4					N/P	1				
280**	Code Of Conduct, Clause 10.3A	4					N/P	1				
281	Code Of Conduct, Clause 10.4	4					N/P					N/R
282	Code Of Conduct, Clause 10.5	4					N/P					N/R
290	Code Of Conduct, Clause 10.9	4					N/P	1				
291	Code Of Conduct, Clause 10.10(1)	4					N/P					N/R
292	Code Of Conduct, Clause 10.10(2)	4					N/P	1				
297	Code Of Conduct, Clause 10.12(2)	4					N/P					N/R
<b>COMPLAINTS &amp; DISPUTE RESOLUTION</b>												
298	Code Of Conduct, Clause 12.1(1)	4					N/P	1				
299	Code Of Conduct, Clause 12.1(2)	4					N/P	1				
300	Code Of Conduct, Clause 12.1(3)	4					N/P	1				
301	Code Of Conduct, Clause 12.1(4)	4					N/P	1				
302	Code Of Conduct, Clause 12.2	4					N/P	1				
303	Code Of Conduct, Clause 12.3	4					N/P					N/R
304	Code Of Conduct, Clause 12.4	4					N/P					N/R
<b>REPORTING</b>												
305	Code Of Conduct, Clause 13.1	4					N/P	1				
306	Code Of Conduct, Clause 13.2	4					N/P	1				
307	Code Of Conduct, Clause 13.3	4					N/P	1				
<b>SERVICE STANDARD PAYMENTS</b>												
308	Code Of Conduct, Clause 14.1(1)	4					N/P					N/R
310	Code Of Conduct, Clause 14.2(1)	4					N/P					N/R
312	Code Of Conduct, Clause 14.3(1)	4					N/P					N/R
315	Code Of Conduct, Clause 14.7(1)	4					N/P					N/R
<b>15 ELECTRICITY INDUSTRY METERING CODE 2012 – LICENCE CONDITIONS AND OBLIGATIONS</b>												
324	Clause 3.3B	4					N/P	1				
339	Clause 3.11(3)	4					N/P					N/R
371	Clause 4.5(1)	5					N/P					N/R
372	Clause 4.5(1)	5					N/P					N/R
373	Clause 4.5(2)	4					N/P	1				
388	Clause 5.4(2)	4					N/P	1				
402	Clause 5.17(1)	4					N/P	1				

Ref. No.*	Retail Licence Reference	Audit Priority	Controls Rating					Compliance Rating					
			A	B	C	D	N/P	1	2	3	4	N/R	
406	Clause 5.19(1)	5					N/P	1					
407	Clause 5.19(2)	5					N/P	1					
408	Clause 5.19(3)	4					N/P						N/R
410	Clause 5.19(6)	5					N/P	1					
416	Clause 5.21(5)	4					N/P	1					
417	Clause 5.21(6)	4					N/P	1					
435	Clause 5.27	4					N/P						N/R
448	Clause 6.1(2)	4					N/P	1					
451	Clause 7.2(1)	5					N/P	1					
453	Clause 7.2(4)	4					N/P						N/R
454	Clause 7.2(5)	4					N/P						N/R
455	Clause 7.5	4					N/P	1					
456	Clause 7.6(1)	4					N/P	1					
457	Clause 8.1(1)	5					N/P						N/R
458	Clause 8.1(2)	5					N/P						N/R
459	Clause 8.1(3)	5					N/P						N/R
460	Clause 8.1(4)	4					N/P						N/R
461	Clause 8.3(2)	5					N/P						N/R

\*Obligation No. Electricity Compliance Reporting Manual – June 2020

\*\* Non-Compliance in 2018 Performance Audit or Non-Compliance Report submitted during the audit period.

<sup>Δ</sup> Permitted variation from the Code of Conduct (Clause 1.10)

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 7 - A Resolved during the current audit period

REFERENCE (No./Year)	NON-COMPLIANCE / CONTROLS IMPROVEMENT  Licence obligation reference number <sup>2</sup> / <b>Controls and Compliance Rating</b>  <i>Legislation</i> / 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
02/2021	105  <b>A2</b>  <i>Electricity Industry Act 2004</i>  ERL 25 Licence Condition 4.2.1  A non-compliance with late payment of the Standing Data Charge was an administrative oversight.	Date Resolved – February 2019  In addition to the Corporate Calendar, the Licensee has established internal control measures to ensure emails are communicated to both the CEO and the Business Analyst when received from ERA Accounts Department. There were no further recommendations made.	No further action required.

Table 8 - B Unresolved During the Current Audit Period

REFERENCE (No./Year)	NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number <sup>2</sup> / 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	29  <b>B2</b>  <i>Electricity Industry Customer Transfer Code 2016</i>  Clause 4.7  Failure to nominate a transfer date in accordance with the specified timeframes on 11 occasions. Improved control procedures are required.	In order to ensure the nominated transfer date is compliant with the specified times frames in the Customer Transfer Code, the Licensee could strengthen control processes and revise relevant Control Procedure. Undertake the following corrective actions: <ul style="list-style-type: none"> <li>▪ Update Account Management and Sales Process and the Change Energy New Customer Set Up Process Flow to reflect the consideration of public holidays, location and meter types installed or required.</li> <li>▪ Determine whether the CE Customer Portal can be updated to include a check box to confirm consideration has been given for public holidays. This may be able to be programmed into the system.</li> <li>▪ Ensure the organisation has established a process for change management in relation to legislative and other requirements i.e., legislative changes, amendments to Build Pack.</li> <li>▪ Notify the Network Operator of the issue relating to circumstances where CTRs that did not meet the specified timeframes could be submitted into the Web Portal and consult to explore solutions.</li> </ul>	Refer to the 2021  PAIP
03/2021	124  <b>B2</b>  <i>Electricity Industry Act 2004</i>  <i>Section 11</i>  Retail Licence, condition 4.5.1  A non-compliance was noted in regards to the failure to include the applicable Type 2 non-compliance in the subsequent annual compliance report. The control environment (i.e. use of internal audit) in relation to the correct collection and handling of data that the Licensee supplies to ERA and/or compliance related activities were not adequate to ensure accurate reporting of information to the ERA	Further develop the 2020 Licence Obligations spreadsheet (note revised version Electricity Compliance Reporting Manual, February 2022) to use as an internal audit tool in the preparation of annual compliance reports to ensure ongoing accuracy and integrity of data reported to the ERA.	Refer to the 2021  PAIP
04/2021	133  <b>B2</b>  <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i>  Clause 2.3(2)	Amend the Terms & Conditions (NSC) to specifically include the requirements of 2.3(2)(g) and (j). Update the BMS, Account Management and Sales Process, Sales Induction Forms, and other information systems to reference the requirements, for example, a link on Change	Refer to the 2021  PAIP

REFERENCE (No./Year)	NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number <sup>2</sup> / <b>Controls and Compliance Rating</b> <i>Legislation</i> / 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>For the duration of the audit period when entering a NSC (i.e. ESA), the Licensee, did not include a reference to general information on the safe use of electricity in the ESA new contract process.</p> <hr/> <p>135  <b>B2</b>                      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>	<p>Energy website to refer customers to Western Power Website for information on the safe use of electricity (<a href="https://www.westernpower.com.au/safety/safety-at-home/">https://www.westernpower.com.au/safety/safety-at-home/</a>) and Western Power 24 hour telephone number for faults and emergencies.</p>	
05/2021	<p>155  <b>B2</b>  <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 – Clause 4.5(1)</i>                      Non-compliance was noted in relation to subclause (r) see below:                      (r) a summary of the payment methods – the customer bills do not reflect the Approved Payment Methods as agreed in the Commercial Terms, for example BPAY option was not referenced</p> <hr/> <p>188  <b>B2</b>  <i>C Code of Conduct for the Supply of Electricity to Small Use Customers 2018 – Code Of Conduct, Clause 5.2 –</i>                      Unless otherwise agreed with a customer, a retailer must offer the customer at least the payment methods prescribed in clause 5.2</p>	<p>Review the billing process, commercial terms and relevant control procedures to ensure the "Approved Payment Methods" align with the "How To Pay" section of the bill and the particulars required on bills are included. Ensure requirements detailed in the updated Licence Obligations spreadsheet as detailed in recommendation 03/2021.</p>	<p>Refer to the 2021 PAIP</p>

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

#### 4. STATUS OF RECOMMENDATIONS FROM THE 2017 PERFORMANCE AUDIT

There was one non-compliance noted in the previous audit period, which was resolved to the satisfaction of the auditor prior to end of audit period. The effectiveness of the corrective action was reviewed during the current audit period. The current status of the previous audit recommendations is shown in Table 1.

Table 9 - Status of Recommendations for Non-Compliances from the Previous Audit

<b>A 2017 Non-Compliance Resolved During Current Audit Period</b>			
REFERENCE (No./Year)	NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number <sup>1</sup> / Controls and Compliance Rating Legislation / Clause / Details of Non-Compliance or Inadequacy of Controls	AUDITORS' RECOMMENDATION	DATE RESOLVED/ DETAILS OF FURTHER ACTION REQUIRED
4/2019	280 <b>B2</b> <i>Code Of Conduct for the Supply of Electricity to Small Use Customers 2018</i> Clause 10.3A Change Energy provides information on service standard payments on its monthly electricity bills, however this information did not include details on the amount of the payment and the eligibility for payment. Change Energy will provide a separate annual notice providing the required detail regarding Part 14.	The Licensee included the requirement in the Corporate Calendar for notification annual in July.	February 2019 No further action required Note: There was no PAIP required.

<b>B 2017 Non-Compliance Unresolved During Current Audit Period</b>			
REFERENCE (No./Year)	NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number <sup>1</sup> / 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 – All non-compliances identified were resolved during the current audit period refer Table 1 Part A			

<sup>1</sup> 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. The following table describes the deviations from the Audit Plan and explains the revision;

Table 10 - Audit Plan Deviations

REF	OBLIGATION REFERENCE	DEVIATION DESCRIPTION
107 Type [2]	<b>Electricity Industry Act 2004, Licence Condition 4.1.1</b> A licensee must pay the costs of taking an interest in land or an easement over land.	<b>Audit Priority - Priority 4</b> <b>Deviation – Not Applicable</b> <b>Explanation of Revision –</b> Change 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.
401 Type [2]	<b>Electricity Industry Metering Code 2012, Clause 5.16</b> If a user collects or receives energy data from a metering installation then the user must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	<b>Audit Priority - Priority 4</b> <b>Deviation – Not Applicable</b> <b>Explanation of Revision –</b> Western Power as the Network Operator collects energy data from metering installation. Change Energy do not receive energy data from a metering installation other than from Western Power via the Web Portal
405 Type [2]	<b>Electricity Industry Metering Code 2012, Clause 5.18</b> If a user collects or receives information regarding a change in the energisation status of a metering point then the user must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	<b>Audit Priority - Priority 4</b> <b>Deviation – Not Applicable</b> <b>Explanation of Revision –</b> Western Power as the Network Operator collects or receives information regarding a change in the energisation status of a metering point

# **APPENDIX 1- CHANGE ENERGY PERFORMANCE AUDIT**

**OCTOBER 2021**

Table 11 - Performance Audit Findings

<b>ELECTRICITY INDUSTRY – LICENCE CONDITIONS AND OBLIGATIONS</b>		
No. [TYPE]	OBLIGATION REFERENCE AND DESCRIPTION	FINDING/ VERIFICATION/ PERSONNEL INTERVIEWED/ OBSERVATIONS
<b>9 ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE – LICENCE CONDITIONS AND OBLIGATIONS</b>		
6 Type [2]	Clause 3.2(2) - A retailer must submit a separate data request for each connection point, unless otherwise agreed.	<p><b>COMPLIANCE FINDING:</b> The Licensee demonstrated the limitation during the site audit and confirmed Change Energy submitted a separate data request for each connection point.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Western Power Build Pack, Western Power Portal, 5, 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Licensee did not undertake an alternate agreement with Western Power. Any change to the process would require the agreement of Western Power.</p> <ul style="list-style-type: none"> <li>▪ Compliance with the requirement was inherent in the design of the Western Power Portal (the Portal).</li> <li>▪ The Web Portal only allowed one NMI per data request.</li> <li>▪ A NMI Standing Data Request must specify the NMI and Checksum</li> <li>▪ The Western Power Build Pack defined the processes, procedures and methods used to communicate between the network operator and code participants. Specifically, Customer Transfer and Standing Data Procedure.</li> </ul>

			<ul style="list-style-type: none"> <li>BMS and Account Management and Sales Process did not specifically refer to the requirement but referenced the portal will be used to obtain standing data, historical meter data, addresses.</li> </ul> <p><b>Outcome Compliance:</b> Separate data requests were made for each connection point (i.e, exit or bi-directional point).</p> <p><b>Output Compliance:</b> Web Portal provided a history of data requests for the audit period. All requests for historical consumption data or requests for standing data were made using the Web Portal</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>
	<b>2021 RECOMMENDATION - NIL</b>		
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><b>COMPLIANCE FINDING:</b> The Licensee confirmed during the audit period data requests were submitted electronically (via the Portal) and Change Energy did not submit to Western Power in a business day more than the prescribed number of standing or historical data requests in a business day. There were no instances where alternate agreements were requested.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Western Power Portal, 5, 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Portal restricted the number of requests for standing and historical consumption data to 100 per day and the Licensee was unable to exceed prescribed number of requests unless a request to do so was sought from WP.</p> <ul style="list-style-type: none"> <li>The Portal was utilised for standing data and historical consumption data requests.</li> <li>The Western Power Build Pack referred to the request day as the business day where the request was received by the participant before Close of Business (or the next business day if the request was submitted on a non-business day).</li> <li>Build Pack referred to end of Business Day End of Day is defined as 11:59 Western Standard Time.</li> </ul>

				<ul style="list-style-type: none"> <li>▪ BMS and Account Management and Sales Process did not specifically refer to the requirement but referenced the portal will be used to obtain standing data, historical meter data, addresses</li> <li>▪ Web Portal provided a history of data requests for the audit period</li> <li>▪ The Licensee demonstrated during the site audit the report for all data requests.</li> </ul> <p><b>Outcome Compliance:</b> Total number of data requests during the audit period, max number on any given day was less than 100.</p> <p><b>Output Compliance:</b> All requests for historical consumption data or requests for standing data were made using the Web Portal.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there were no instances where verifiable consent ceased to apply or was withdrawn by customers before WP provided the historical consumption data.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 32, 46, 47, 104, 112-116, Change Energy (CE) Customer Portal</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Account Management and Sales Process and the Sales Induction Form specifically referred to the requirement.</p> <ul style="list-style-type: none"> <li>▪ Request for Quotation was used by the Licensee as verifiable consent form. Instances where a Broker requested quotation VC was also supplied and copies maintained by CE.</li> <li>▪ Completed Sales Induction for did not have all the fields recorded as complete.</li> <li>▪ The Licensee has implemented a Change Energy (CE) Portal which records communication, customer information and allows for the logging of customer calls, communication. It was noted that not all CE Portal functionality was utilised and the Licensee was continuing to develop the system.</li> </ul>

				<ul style="list-style-type: none"> <li>Back-up procedures and testing of back-up processes was confirmed by the CEO.</li> </ul> <p><b>Outcome Compliance:</b> No instances where verifiable consent ceased to apply before WP provided the historical consumption data.</p> <p><b>Output Compliance:</b> Records of verifiable consent were kept by the Licensee electronically.</p> <ul style="list-style-type: none"> <li>Samples were sighted during the site visit.</li> </ul> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there were no withdrawn historical consumption data requests that incurred costs and as such no payments were made to WPN for work performed.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, WP invoices,</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Web Portal referred to historical consumption data as Metering History and NMI Standing Data as Standing Data</p> <ul style="list-style-type: none"> <li>BMS and Account Management and Sales Process did not specifically refer to the requirement but referenced the portal will be used to obtain standing data, historical meter data, addresses.</li> <li>The control procedures did not specify the ability to withdraw a meter data request by end of business day that WPN received the request.</li> <li>There were no non-energy invoices issued by WP in relation to work performed in relation to a request for historical consumption data that was subsequently withdrawn.</li> </ul> <p><b>Outcome Compliance:</b> No payments were required to be made to WP for withdrawn historical consumption data requests.</p> <p><b>Output Compliance:</b> The Licensee did not electronically notify WP that it withdrew a request for historical consumption data during the audit period.</p> <p><b>Integrity of Reporting:</b> Type 2 accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	

<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that Change Energy only used data relating to a contestable customer to provide that customer with a quotation for the supply of electricity by the retailer; and/or to initiate a transfer of that customer.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Western Power Portal, 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Portal was used to obtain meter data history and initiate customer transfer.  <ul style="list-style-type: none"> <li>▪ The BMS section 5 Customer Data specified the requirement.</li> </ul> <b>Outcome Compliance:</b> Meter Data History was only used to quote or to initiate a Customer Transfer.</p> <p><b>Output Compliance:</b> Meter Data History and Customer Transfer requests were maintained within the web portal.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period that there were no requests by contestable customers to not aggregate their historical consumption data with that of other contestable customers for the purposes of internal business development.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Western Power Portal, 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>

			<p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Change Energy processes provided for the aggregation of a contestable customer's historical consumption data with other contestable customers' historical consumption data, with the intention to use the aggregated data for internal business development purposes.</p> <ul style="list-style-type: none"> <li>The BMS section 5 Customer Data specified the requirement to consider request not to do so.</li> </ul> <p><u>Outcome Compliance:</u> No customer requests were received regarding aggregation of historical consumption data.</p> <p><u>Output Compliance:</u> No specific output from systems and procedures throughout the audit period was available for review. The CE Customer Portal could be used to record the requests if occurred.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<p><b>PRIORITY</b> <b>4</b></p>	<p><b>CONTROLS RATING</b> <b>N/P</b></p>	<p><b>COMPLIANCE RATING</b> <b>N/R</b></p>
	<p><b>2021 RECOMMENDATION - NIL</b></p>		
<p>18 Type [2]</p>	<p>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.</p>		<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed that during the audit period no contestable customer data has been provided to any other person without written consent, other than those defined in 3.9(3)(a)(i).</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 30-34</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS and Terms and Conditions (Non-Standard) all specified this requirement.</p> <ul style="list-style-type: none"> <li>Refer BMS Section 13.6, ESA and Terms &amp; Conditions Section 2.1.</li> <li>Request for Quotation was used by the Licensee as verifiable consent form.</li> </ul> <p><u>Outcome Compliance:</u> Contestable customers data only provided to an employee, officer, agent, contractor, consultant or technical advisor of the <i>retailer</i> who agrees to be bound by the undertakings under this clause 3.8(3);</p>



				<p><b>Output Compliance:</b> Change Energy managed the customers data internally and the use of external services such as consultants or auditors was provided for under 3.9(3)(a)(i).</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
19 Type [2]	Clause 3.9(4) - A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.			<p><b>COMPLIANCE FINDING:</b> The Licensee's Control Procedures confirmed that electronic copies of verifiable consent received from a contestable customer in relation to historical consumption data were maintained indefinitely.</p> <p><b>DOCUMENTS/SYSTEMS:</b>10-13, 30-34, CE Customer Portal</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Requirement detailed in Licensee's documented procedures.</p> <ul style="list-style-type: none"> <li>▪ The BMS Section 2.4 specified this requirement.</li> <li>▪ It was understood there were backup processes for data security.</li> <li>▪ Request for Quotation was used by the Licensee as verifiable consent form.</li> <li>▪ Responsibility for the recording of VCF was noted as a duty of the Business Analyst.</li> <li>▪ Copies of the verifiable consent were sighted during the site visit.</li> <li>▪ The Licensee's CE Customer Portal can facilitate the storage of VCF</li> <li>▪ The ESA and the Terms &amp; Conditions S2.1 referenced disclosure made by it to another party under clause 3.9(3) in relation to the contestable customer.</li> </ul> <p><b>Outcome Compliance:</b> In practice the Licensee maintained all copies of verifiable consent and did not dispose of records.</p> <p><b>Output Compliance:</b> Verifiable consent forms were kept indefinitely, and such complied with the 2 year requirement.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	

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.		<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed that Change Energy submitted separate customer transfer requests (CTRs) for each connection point</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 42, 56, 80-87, 105,106</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Customer transfers requests were facilitated by the Western Power Portal.                     <ul style="list-style-type: none"> <li>▪ Compliance with this requirement is inherent in the design of the portal which constrained customer transfer requests to single requests for connection points.</li> <li>▪ The portal did not allow transfer requests for more than one NMI at a time.</li> <li>▪ The Portal recorded all CTRs and was reviewed for the audit period.</li> <li>▪ Licensee has established several control procedures and checklists in relation to CTRs.</li> <li>▪ Monthly and Daily To Do Checklists used by the Business Analyst were not formally captured in the BMS.</li> <li>▪ Change to process would require communication with WP.</li> </ul> <b>Outcome Compliance:</b> Licensee demonstrated the use of the Web Portal and verification of these operational parameters. Screenshots obtained for reference.                 </p>	
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	<p><b>Output Compliance:</b> During the audit period for the 347 unique NMIs there were 374 CTR (347 Completed, 16 Withdrawn, 11 Rejected).</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>4</b>	<b>N/P</b>	<b>1</b>	
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.		<p><b>COMPLIANCE FINDING:</b> The Licensee used the Portal for all CTRs. 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</p>	

		<p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 42, 51, 77-79</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> All transfers were conducted via the portal. Compliance with requirement was inherent in the portal design.</p> <ul style="list-style-type: none"> <li>▪ Licensee demonstrated the use of the Web Portal and verification of these operational parameters.</li> <li>▪ Email communication confirmed the Erroneous Transfers were related to customers transferring away in error</li> </ul> <p><b>Outcome Compliance:</b> During the audit period there were 347 New Customer Transfers and 2 Erroneous Transfers.</p> <p><b>Output Compliance:</b> The Portal recorded the CTRs and was reviewed for the audit period.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>	
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
	<b>2021 RECOMMENDATION - NIL</b>		
25 Type [2]	<p>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.</p>		<p><b>COMPLIANCE FINDING:</b> The Licensee had a valid ETAC with Western Power for the duration of the audit period. Web Portal access was facilitated by WPN and</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Western Power Build Pack, 5, 10-13, 54, 55</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Western Power controlled access to the Portal. Change Energy was required to have an ETAC to facilitate this process.</p>

			<ul style="list-style-type: none"> <li>CTR process as described in the Build Pack Procedure for Customer Transfer and Standing Data request had auto validation features for when the CTR did not specify a valid access contract, applicable to the incoming retailer.</li> <li>ETAC expired during the audit period and a notice to extend the ETAC term for a further 5 years was submitted as required to WP on 1/6/2021.</li> </ul> <p><b>Outcome Compliance:</b> The Licensee had a valid ETAC and access to the Portal for the duration of the audit period.</p> <p><b>Output Compliance:</b> The ETAC executed on 19/12/2016 was extended and the ETAC Second Deed of amendment was 1/6/2021 prior to the expiry of the previous ETAC</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>
	<b>2021 RECOMMENDATION - NIL</b>		
26 Type [2]	Clause 4.4(2) - A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.		<p><b>COMPLIANCE FINDING:</b> During the audit period there were 2 instances where the Licensee submitted a CTR to reverse an erroneous transfer. On both occasions the Licensee communicated with the contestable customer to ensure the transfer was made in error.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 5, 10-13, 42, 51, 54, 55, 77-79</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Account Management and Sales Process detailed the requirements in the event of an erroneous transfer.</p> <ul style="list-style-type: none"> <li>The Business Analyst and CEO communicated clear understanding of requirements in relation and erroneous transfer.</li> <li>The Account Management and Sales Process and the BMS did not detail the measures taken by the Licensee to reduce the likelihood of erroneous transfer (i.e., consultation with the customer).</li> <li>The Licensee was a small organisation and awareness to compliance with requirement was noted.</li> </ul>

				<ul style="list-style-type: none"> <li>A notice of Erroneous Transfer submitted in the Portal informed Western Power to restore the customer to its original retailer.</li> <li>It was noted the Build Pack detailed the process.</li> </ul> <p><b>Outcome Compliance:</b> The 2 erroneous transfers were resultant from another retailer initiating CTR while the customer was still under contract.</p> <p><b>Output Compliance:</b> Consultation with the contestable customer was undertaken by the Licensee and the erroneous transfer was submitted in the Web Portal. Web Portal controlled the process.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> During the audit period there were no instances observed where the more than the prescribed limit of 20 CTRs was exceeded on a business day or on a day with same nominated transfer date. The Web Portal was used to submit all CTRs electronically.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 5, 10-13, 54, 55, 105, 106</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b></p> <ul style="list-style-type: none"> <li>Compliance was inherent in the Web Portal design as it constrained the number of transfers to less than the prescribed number</li> <li>It was noted the Build Pack detailed the process.</li> <li>Business Analyst developed a monthly checklist to schedule transfer dates which cannot be scheduled with more than 30 days' notice.</li> <li>Business Analyst Daily and Month To Do Checklist not captured in CE's BMS or control procedures and processes.</li> </ul> <p><b>Outcome Compliance:</b> During the audit period maximum 16 CTRs submitted in a business day and max 10 CTRs with the same nominated transfer date</p>

				<b>Output Compliance:</b> The portal limits customer transfers to the prescribed limit of 20, which limit also applies to transfers with the same nominated transfer date. All transfers were requested electronically via the Western Power Web Portal
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	<b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> During the audit period no CTRs were withdrawn because verifiable consent ceased to apply.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Build Pack, 5, 10-13, 30-34, 42, 54, 55, 105, 106, 118</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Verifiable Consent to transfer is different from Verifiable Consent to access meter data history or standing data.</p> <ul style="list-style-type: none"> <li>▪ Customer Transfer Requests were only submitted after an Electricity Supply Agreement was signed, witnessed, and countersigned. This process was considered verifiable consent.</li> <li>▪ It was noted that withdrawal of consent to transfer would constitute breach of contract following a 10 business day cooling off period.</li> <li>▪ Request for Quotation was used by the Licensee as verifiable consent form for meter data history.</li> <li>▪ Customer consent was not managed as part of the Build Pack Processes noted as "Pre-conditions"</li> <li>▪ Sample of ESA's and transfer dates were reviewed.</li> <li>▪ As reflected in the Account Management and Sales Process, if a customer did not wish to proceed the verifiable consent was not provided (i.e. not signed ESA) and no CTR would occur.</li> <li>▪ No complaints were recorded which would indicate the process was not effectively implemented.</li> </ul>

				<p><b>Outcome Compliance:</b> No CTRs were undertaken where VC has ceased to apply.</p> <p><b>Output Compliance:</b> The Licensee developed Account Management and Sales Process for CTRs. Instances where CTRs were submitted on or before contract start/supply date were sampled and compliance with the obtaining signed VC was confirmed (Refer 118 Appendix 2).</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
29 Type [2]	<p>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>			<p><b>COMPLIANCE FINDING:</b> The Licensee failed to nominate a transfer date in accordance with the specified timeframes on 11 occasions during the audit period. On all occasions the Portal indicated “Date Not Within Allowed Number of Days”. Non-Compliance was noted in relation to the 11 CTRs rejected. The cause of the rejected CTR was due to public holidays on most occasions and it was noted that the Licensee rescheduled the CTR within the required timeframe. The Licensee also omitted reporting the non-compliance in the Annual Compliance Reports for 2019, 2020 and 2021 years.</p> <p>Unless the CTR was to reverse an erroneous transfer, the <i>Customer Transfer Code</i> specified lead times required i.e., 3 business days in the metropolitan area to transfer customers to the new retailer, and 5 business days for non-metropolitan areas. These dates were subject to increased timeframes for the metropolitan and non-metropolitan areas and if the contestable customers premise required meter read or change, these were 8 and 15 days respectively.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Build Pack, 5, 10-13, 16, 30-34, 42, 54, 55, 105, 106</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Web Portal was used to nominate the transfer date for CTRs and the Web Portal included a table with reference to the specified timeframes on the CTR submission screen</p>

				<ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ The Portal did not automatically account for public holidays when submitting the CTR and the CTR could be rejected.</li> <li>▪ Account Management and Sales Process considered the “Cooling Off” period for the ESA but did not reference the CTR dates to account for public holidays, meter types or to check if the CTR had previously been submitted.</li> <li>▪ BMS did not specifically refer to the requirement to consider timeframes.</li> <li>▪ Account Management and Sales Process and/or BMS did not consider the need for documenting the type of meter on the customer site to ensure adequate days allowed for meter change i.e., MRIM required to be changed to COMMS meter.</li> <li>▪ The Build Pack defined the processes, procedures and methods used to communicate between the network operator and code participants.</li> <li>▪ Customer Transfer and Standing Data Procedure: 29 November 2019 detailed the process and was updated during the audit period. Refer Submission Rules 6 in section 4.1.2</li> <li>▪ The Build Pack specified:                         <ul style="list-style-type: none"> <li>➢ <i>Business Day</i> - A day that is not a weekend nor a public holiday as defined from time to time in the Western Australian Government Gazette. (Refer Customer Transfer and Standing Data Procedure S2.1)</li> <li>➢ Event Codes on listed rejected CTR events (Refer Appendix A).</li> </ul> </li> <li>▪ The Build Pack has been developed by consultative process between code participants.</li> </ul> <p><b>Outcome Compliance:</b> Transfer dates were nominated on 11 outside the prescribed timeframes for CTRs</p> <p><b>Output Compliance:</b> Web Portal provided a history of CTR status for all CTRs submitted and an indication of the reason the CTR was rejected.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation was not accurately reported in the following compliance reports:</p> <ul style="list-style-type: none"> <li>➢ 2 CTRs rejected in 2019 Annual Compliance Report</li> <li>➢ 7 CTRs rejected in the 2020 Annual Compliance Report</li> <li>➢ 2 CTRs rejected in the 2021 Annual Compliance Report</li> </ul>
	<b>PRIORITY</b>  <b>4</b>	<b>CONTROLS RATING</b>  <b>B</b>	<b>COMPLIANCE RATING</b>  <b>2</b>	



	<p><b>01/2021 RECOMMENDATION</b> – In order to ensure the nominated transfer date is compliant with the specified times frames in the Customer Transfer Code, the Licensee should strengthen control processes and revise relevant Control Procedure. Undertake the following corrective actions:</p> <ul style="list-style-type: none"> <li>▪ Update Account Management and Sales Process and the Change Energy New Customer Set Up Process Flow to reflect the consideration of public holidays, location and meter types installed or required.</li> <li>▪ Determine whether the CE Customer Portal can be updated to include a check box to confirm consideration has been given for public holidays. This may be able to be programmed into the system.</li> <li>▪ Ensure the organisation has established a process for change management in relation to legislative and other requirements i.e., legislative changes, amendments to Build Pack.</li> <li>▪ Notify the Network Operator of the issue relating to circumstances where CTRs that did not meet the specified timeframes could be submitted into the Web Portal and consult to explore solutions.</li> </ul>		
<p>30 Type [2]</p>	<p>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.</p>	<p><b>COMPLIANCE FINDING:</b> During the audit period the CEO confirmed, Change Energy was not required to pay reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request was withdrawn.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CRM, 10-13, 35, 42</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS and the Account Management and Sales Process Flow did not specify this requirement.</p> <ul style="list-style-type: none"> <li>▪ There were no non-energy invoices were issued by WP.</li> <li>▪ All the CTRs withdrawn were withdrawn prior to the Transfer date or where on transfer date they were related to a rejected CTR or meter issues and communication with WP was maintained. Sample communication reviewed.</li> </ul> <p><b>Outcome Compliance:</b> There were 16 CTRs withdrawn during the audit period and no costs incurred by WP for providing or installing a meter.</p> <p><b>Output Compliance:</b> Web Portal used to record CTRs and status. Non-energy invoices issued by WP would indicate reason for payment.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>	
	<p><b>PRIORITY</b></p> <p><b>4</b></p>	<p><b>CONTROLS RATING</b></p> <p><b>N/P</b></p>	<p><b>COMPLIANCE RATING</b></p> <p><b>N/R</b></p>

<b>2021 RECOMMENDATION - NIL</b>			
34 Type [2]	Clause 4.9(6) - A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.		<p><b>COMPLIANCE FINDING:</b> During the audit period the Business Analyst confirmed and demonstrated that CE and WP agreed to revised nominated transfer dates in certain circumstances.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Communication with Western Power, 5 10-13, 35, 42, 81-87</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Licensee communicated with the Finance and Metering and Customer Service Department to revise the nominated transfer dates. Email communications were sighted.</p> <ul style="list-style-type: none"> <li>▪ The BMS and the Account Management and Sales Process Flow did not specify this requirement.</li> <li>▪ It was noted that WP Metering Data Analyst responded to CE query regarding delay in response to revise the nominated transfer date as being in line with the WP 5 business day SLA, to respond to queries relating CTRs (refer 85). The email communication demonstrated the revised date was achieved as soon as practicable.</li> </ul> <p><b>Outcome Compliance:</b> There were a number of occasions where Western Power and the Licensee had to agree to a revised nominated transfer date.</p> <p><b>Output Compliance:</b> Communication processes established electronically through the Web Portal and email communication with Western Power.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			

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><b>COMPLIANCE FINDING:</b> During the audit period the Business Analyst confirmed and demonstrated that when the meter was not read on the nominated transfer date, CE 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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, email communication with WP.</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The majority of customer meters were noted to have comms meters, new customers without comms meters may have required a manual read or meter change and this was ordinarily considered on the scheduling of the nominated transfer dates. Communication was noted between CE and Western Power in relation to ensuring CTRs were undertaken as scheduled or as soon as practicable.</p> <ul style="list-style-type: none"> <li>▪ The Business Analyst confirmed that WP communicate electronically but that the Portal did not alert the Licensee and the status had to be regularly reviewed. The Business Analyst included this task on the Daily To Do Checklist.</li> <li>▪ The BMS and the Account Management and Sales Process Flow did not specify this requirement.</li> <li>▪ Build Pack Customer Transfer and Standing Data Procedure: November 2019 was amended to reflect meter type and meter read requirements in relation to this clause during the audit period.</li> </ul>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<p><b>2021 RECOMMENDATION - NIL</b></p> <p><b>Outcome Compliance:</b> WP and CE revised nominated transfer dates as required.  <b>Output Compliance:</b> The Web Portal electronically notified the Licensee of a rejected CTR or contacted via email to ensure any areas requiring attention were addressed.  <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>			

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><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period Change Energy notified Western Power of the intention to seek an extension to the ETAC for a further 5 years. A further 5 year extension to the ETAC was provided.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Western Power Portal, 5,10-13, 54-55</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The ETAC expired on the 18/12/2021 and as per the terms of the ETAC, Change Energy notified Western Power of the requirement to extend the term of the ETAC for a further 5 years.</p> <ul style="list-style-type: none"> <li>▪ The signed ETAC Second Deed of Amendment extending the term was not sighted but confirmed as having been executed by the CEO.</li> <li>▪ It was noted Western Power Portal and Build Pack processes detailed the requirement for a valid access contract number to be provided in use of the system</li> <li>▪ The BMS and the Account Management and Sales Process Flow did not specify this requirement.</li> </ul> <p><b>Outcome Compliance:</b> The Licensee extended the ETAC for 5 years and as required provided notice to Western Power.</p> <p><b>Output Compliance:</b> ETAC second deed of amendment.</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>5</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION – NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> During the audit period there were 2 instances of an Erroneous Transfer. On both occasions the customer was churned away in error from Change Energy due to failure of communication by Property Manager or misunderstanding by customer whilst a contract was in place. The customer was not affected, and CE was not required to compensate or take action ensure that the rights and obligations of the affected contestable customer are as they would have been if the erroneous transfer had not occurred</p>

				<p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 51, 77-79, 105</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Account Management and Sales Process Flow specified this requirement.                 <ul style="list-style-type: none"> <li>▪ The BMS did not specify this requirement.</li> <li>▪ The Business Analyst monitored CTR on a daily basis as per the Daily To Do Checklist.</li> <li>▪ It was noted that the Build Pack required WPN to provide the incoming retailer with the meter readings (if any) that the incoming retailer would have received, had the erroneous transfer not occurred.</li> </ul> <b>Outcome Compliance:</b> There were 2 erroneous transfers and on both occasions the customer was not impacted.  <b>Output Compliance:</b> The Web Portal provides notifications which the Business Analysts look up daily as part of the Daily To Do Checklist.  <b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports             </p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>5</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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			<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed that electronic copies of ESA (i.e., verifiable consents) were maintained electronically and were not disposed during the audit period. There were external cloud backup processes established for data security. The Licensee’s current policy was to maintain electronic copies and not dispose of records, as such the requirement to retain for two years was complied with.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Build Pack, 5, 10-13, 30-34</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>

				<p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> It was noted that the VC given by a contestable customer for a CTR was evident as the customers signed ESA.</p> <ul style="list-style-type: none"> <li>▪ The Licensee’s CRM can facilitate the storage of VCF.</li> <li>▪ The BSM specifically referred to the requirement.</li> <li>▪ It was customer consent is a pre-condition of the Build Pack procedures.</li> </ul> <p><u>Outcome Compliance:</u> Archived ESA were maintained electronically.</p> <p><u>Output Compliance:</u> Signed ESA’s were sighted during the site visit. Back up processes were established to ensure integrity of data.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> During the audit period, except in the case of the erroneous transfers there were no instances where customers were billed for charges after the transfer date.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 51, 77-79, 105</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Invoicing was based on meter data provided through the Web Portal. Protocols related to the Web Portal would result in meter data not being available for the licensee to bill a customer after the transfer time.</p> <p><u>Outcome Compliance:</u> The Web Portal prevent meter data from being issued after the transfer date and as such prevent bill charges from being incurred after the transfer date.</p> <p><u>Output Compliance:</u> Web Portal CTRs records and meter data history verified contestable customers were not charged after the transfer time, except in the case of an erroneous transfer.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				

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><b>COMPLIANCE FINDING:</b> The Licensee confirmed communication rules were applied through the use of the Web Portal as required by the retail licence. As defined by the Metering Code 2012 "communication rules" incorporated and largely comprised the suite of technical documents known as the "Build Pack". Change Energy communicated with Western Power via the web portal and in line with the Build Pack requirements.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Build Pack, 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Build Pack was not specifically referenced by the BMS or supporting processes and procedures.</p> <ul style="list-style-type: none"> <li>During the audit the Build Pack was accessible on Western Power website as the following <a href="https://www.western/Power.com.au/industry/manuals-guides-standards/build-pack/">https://www.western/Power.com.au/industry/manuals-guides-standards/build-pack/</a></li> </ul> <p><b>Outcome Compliance:</b> Licensee utilised the Web Portal and communicated with Western Power as required.</p> <p><b>Output Compliance:</b> Web Portal notification and execution of functions within the Portal.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
48A Type [2]	Clause 6.1 - All notices must be in writing and delivered as described in subclauses 6.1(a)-(c)		<p><b>COMPLIANCE FINDING:</b> The Business Analyst 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><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Build Pack, 51, 77-79, 105</p>

			<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The use of email communication, post and notifications via the Web Portal were evidenced during the site audit.</p> <ul style="list-style-type: none"> <li>▪ The communication rules set out the methods (including delivery of notices by post, facsimile (although use of facsimile has been phased out for the Licensee and Western Power do not communicate via facsimile) or email to the nominated address or number) and protocols (i.e., Web Portal) approved for use by Western Power and Change Energy to exchange or provide information and data as required under the Code.</li> <li>▪ It was noted that the Customer Transfer Code references the application of the Metering codes communication rules</li> </ul> <p><b>Outcome Compliance:</b> Change Energy communicated with Western Power as required. It was noted the used of facsimile was not undertaken by Western Power or Change Energy.</p> <p><b>Output Compliance:</b> Email communications, letters, CRM logs regarding phone calls and Web Portal communications.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
	<b>2021 RECOMMENDATION - NIL</b>		
49 Type [2]	<p>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>		<p><b>COMPLIANCE FINDING:</b> The Licensee's notice in relation to a data request or customer transfer request identified the connection point to which it related.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Build Pack, 51, 77-79,</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst,</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> 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.</p>



				<ul style="list-style-type: none"> <li>Noted the connection point related to both exit and bidirectional point.</li> <li>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)</li> </ul> <p><b>Outcome Compliance:</b> The Web Portal required the specification of the connection point. All CTRs reviewed included the NMI in the required field.</p> <p><b>Output Compliance:</b> Web Portal recorded all CTRs and information included relating to the connection point (i.e, NMI)</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
52 Type [2]	Clause 6.4(1) - A retailer must notify its contact details to a network operator within three business days of a request.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period the network operator did not make a request for the Licensee to notify its contact details.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Build Pack, 51, 77-79</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Communication between the network operator and Change Energy was not impacted during the audit period.</p> <ul style="list-style-type: none"> <li>Reference to the compliance requirements i.e. 3 business days was referenced in the BMS. However, recording of the request was not referenced.</li> <li>Evidence was communication was provided for review.</li> </ul> <p><b>Outcome Compliance:</b> Communication and contact details were as required and no request was made from WP.</p> <ul style="list-style-type: none"> <li>Although no request was made the Licensee’s systems facilitated the recording compliance with the 3 business day rule should a request be made, for example the CRM.</li> </ul> <p><b>Output Compliance:</b> Web Portal access, communication, notifications and email and phone communications evident during the audit period.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	

2021 RECOMMENDATION - NIL			
53 Type [2]	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><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period there were no changes to contact details.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Communication between the network operator and Change Energy was not impacted during the audit period.                     <ul style="list-style-type: none"> <li>▪ Reference to the compliance requirements i.e. 3 business days was referenced in the BMS. However, recording of the request was not referenced.</li> <li>▪ Evidence was communication was provided for review.</li> </ul> <b>Outcome Compliance:</b> Communication and contact details were as required and no changes were made to the contact details.                     <ul style="list-style-type: none"> <li>▪ Although no requirement to notify arose during the audit period the Licensee’s systems facilitated the recording compliance with the 3 business day rule should the circumstance present, for example the CRM.</li> </ul> <b>Output Compliance:</b> Web Portal access, communication, notifications and email and phone communications evident during the audit period.                 </p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
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><b>COMPLIANCE FINDING:</b> The Licensee confirmed the use of the Western Power portal met the requirements of the communication rules. All transfers and data transactions were done electronically via the portal. Other communications were by email to the correct addresses.</p>

				<p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 51, 77-79</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Web Portal and email communication processes were central to the functions of the retail licence.</p> <ul style="list-style-type: none"> <li>▪ The communication rules set out the methods (including delivery of notices by post, facsimile (although use of facsimile has been phased out for the Licensee and Western Power do not communicate via facsimile) or email to the nominated address or number) and protocols (i.e., Web Portal) approved for use by Western Power and Change Energy to exchange or provide information and data as required under the Code.</li> <li>▪ It was noted that the Customer Transfer Code references the application of the Metering codes communication rules</li> </ul> <p><b>Outcome Compliance:</b> Change Energy communicated with Western Power as required. It was noted the used of facsimile was not undertaken by Western Power or Change Energy.</p> <p><b>Output Compliance:</b> Email communications, letters, CRM logs regarding phone calls and Web Portal communications.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period the Licensee did not engage in dispute with regards to the Customer Transfer Code.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>

				<p><b>Process Compliance:</b> The BMS referenced dispute resolution under the Customer Transfer Code.</p> <p><b>Outcome Compliance:</b> There were no disputes with Western Power, other retailers or AEMO during the audit period.</p> <ul style="list-style-type: none"> <li>Although no requirement to meet in relation to a dispute arose during the audit period the Licensee’s systems facilitated the recording compliance with the 5 business day rule should the circumstance present, for example the CRM, email communications.</li> </ul> <p><b>Output Compliance:</b> Email communications and CEO confirmation provided assurance.</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>5</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period the Licensee did not engage in dispute with regards to the Customer Transfer Code.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS referenced dispute resolution under the Customer Transfer Code.</p> <p><b>Outcome Compliance:</b> There were no disputes during the audit period.</p> <ul style="list-style-type: none"> <li>Although no requirement to meet in relation to a dispute arose during the audit period the Licensee’s systems facilitated the recording compliance with the 10 business day rule should the circumstance present, for example the CRM, email communications</li> </ul> <p><b>Output Compliance:</b> Email communications and CEO confirmation provided assurance.</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>5</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			

57 Type [2]	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><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period the Licensee did not engage in dispute with regards to the Customer Transfer Code.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS referenced dispute resolution under the Customer Transfer Code.  <b>Outcome Compliance:</b> There were no disputes during the audit period.  <b>Output Compliance:</b> Email communications and CEO confirmation provided assurance.  <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	
<b>2021 RECOMMENDATION - NIL</b>			
58 Type [N/R]	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.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period the Licensee did not engage in dispute with regards to the Customer Transfer Code.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS referenced dispute resolution under the Customer Transfer Code.  <b>Outcome Compliance:</b> There were no disputes and no requirement for an arbitrator during the audit period.  <b>Output Compliance:</b> Email communications and CEO confirmation provided assurance.  <b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b> <b>5</b>	<b>CONTROLS RATING</b> <b>N/P</b>	

<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period the Licensee did not engage in dispute with regards to the Customer Transfer Code.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS referenced dispute resolution under the Customer Transfer Code.  <u>Outcome Compliance:</u> There were no disputes and no requirement for an arbitrator during the audit period.  <u>Output Compliance:</u> Email communications and CEO confirmation provided assurance.  <u>Integrity of Reporting:</u> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>5</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
<b>11 ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005 – LICENCE CONDITIONS &amp; OBLIGATIONS</b>			
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><b>COMPLIANCE FINDING:</b> During the audit period Change Energy supplied electricity to small use customers (SUC) through an Electricity Supply Agreement (ESA). The ESA consisted of the Customer Application and Commercial Terms, Terms &amp; Conditions (Non-Standard Contract) The ESA's were easy to read and expressed in clear, simple, and concise language.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>

				<p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS expressed the requirement for information provided to customer to be written in clear, simple, and concise language and in a format which is easily understandable.</p> <ul style="list-style-type: none"> <li>▪ The NSC used italics to highlight all terms defined in the list of definitions. The use of italics improved emphasis of key terms for the reader.</li> <li>▪ It was noted there were no customer complaints regards NSC’s during the audit period.</li> <li>▪ All small-use customers were signed onto ESAs via Non-Standard Terms &amp; Conditions and Customer Application and Commercial Terms.</li> <li>▪ The Licensee confirmed there were two versions of the Terms &amp; Conditions (Non-Standard Contract (Ref 27 &amp; 30) throughout the audit period. The NSC was updated in November 2021.</li> <li>▪ During audit period there were minor amendments made to the Customer Application and Commercial Terms, notably highlighting customer confirming no Life Support Equipment installed at the site and aligning the Commercial Terms with the version of the NSC (i.e., 4c)</li> </ul> <p><b>Outcome Compliance:</b> The format and expression of the ESA was easy to read and expressed in clear, simple, and concise language.</p> <p><b>Output Compliance:</b> SUC records were maintained by the Licensee of the Electricity Supply Agreements (i.e. signed Application and Commercial Terms &amp; copy of Terms &amp; Conditions (Non-Standard Contract) supplied)</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p> <p>Note: Obligations 79-100 Refer to small use customers only.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee’s ESA’s specified when the contract came into effect and the period for which it comes into effect (i.e. end date) on the Application and Commercial Terms and they were defined within the Terms &amp; Conditions (Non-Standard Contract).</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, 31, 105-111, CE Customer Portal</p>	

			<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u><b>Process Compliance:</b></u> The NSC outlined the supply start and end date (i.e., the term).                 <ul style="list-style-type: none"> <li>▪ A sample of the signed ESA's were reviewed.</li> <li>▪ Contract details were recorded in the Customer List and more recently the Change Energy (CE) Customer Portal during the audit period.</li> </ul> <u><b>Outcome Compliance:</b></u> The customers were aware of the duration of the contract.  <u><b>Output Compliance:</b></u> Signed ESAs, customer list spreadsheet and the CE Customer Portal verified assurance.  <u><b>Integrity of Reporting:</b></u> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION – NIL</b>			
81 Type [2]	Regulation 7 - A non-standard contract must specify certain information about the retailer.		<p><b>COMPLIANCE FINDING:</b> The Licensee's Terms &amp; Conditions (Non-Standard Contract) contained the information as required.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u><b>Process Compliance:</b></u> The Terms &amp; Conditions (NSC) contained the required information.                 <ul style="list-style-type: none"> <li>▪ The Application and Commercial Terms included the Company Name and ABN.</li> </ul> <u><b>Outcome Compliance:</b></u> It was confirmed that the NSC contained the Licensee's:                 <ul style="list-style-type: none"> <li>(a) Company name</li> <li>(b) ABN</li> </ul> </p>



				(c) Registered & Business Office (d) Postal address (e) Telephone Number (f) Email Address (g) Internet website address
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	<b>Output Compliance:</b> Records of Terms & Conditions (NSC) confirmed assurances and a review of the ASIC website confirmed accuracy. <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
	<b>RECOMMENDATION – NIL</b>			
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.			<b>COMPLIANCE FINDING:</b> During the audit period, the Licensee’s customer Terms & Conditions (NSC) detailed an exact description of goods and services that the Licensee provided under the contract.  <b>DOCUMENTS/SYSTEMS:</b> 27, 30, 105-111  <b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst  <b>OBSERVATIONS:</b> <b>Process Compliance:</b> Customer Terms & Conditions (NSC) included a description of good and services provided under the contract. <b>Outcome Compliance:</b> Compliance with the obligation was confirmed in both versions of the Customer Terms & Conditions (NSC) applicable. <b>Output Compliance:</b> The signed ESAs used by the Licensee provided assurance of this requirement. <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
	<b>RECOMMENDATION - NIL</b>			
83	Regulation 9 - A non-standard contract must require the customer to pay for electricity supplied under the contract.			<b>COMPLIANCE FINDING:</b> During the audit period, the Licensee’s Terms & Conditions (NSC) required the customer to pay for electricity supplied under the contract.

Type [2]				<p><b>DOCUMENTS/SYSTEMS:</b> 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Customer Terms &amp; Conditions (NSC) required the customer to pay for electricity supplied under the contract.  <u>Outcome Compliance:</u> Compliance with the obligation was confirmed during the site visit.  <u>Output Compliance:</u> The signed ESAs used by the Licensee provided assurance of this requirement.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) included provisions to prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Customer Terms &amp; Conditions (NSC) prohibited interference with the network.  <u>Outcome Compliance:</u> Compliance with the obligation was confirmed during audit period through review of applicable versions of the Terms &amp; Conditions (NSC).  <u>Output Compliance:</u> Verification of the obligation included in Terms &amp; Conditions (NSC) Clause 9.2.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	

	<b>4</b>	<b>N/P</b>	<b>1</b>	<b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
<b>2021 RECOMMENDATION - NIL</b>				
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			<p><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) described the circumstances under which Change Energy had the right to disconnect and was required to reconnect supply.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Customer contracts described disconnection and reconnection circumstances.  <b>Outcome Compliance:</b> Compliance with the obligation was confirmed during audit period through review of applicable versions of the Terms &amp; Conditions (NSC).</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	<p><b>Output Compliance:</b> Verification of the obligation included in Terms &amp; Conditions (NSC) Clause 12 and 13.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's customer Terms &amp; Conditions (NSC) 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><b>DOCUMENTS/SYSTEMS:</b> 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>

			<p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Customer Terms &amp; Conditions (NSC) described security deposits.  <ul style="list-style-type: none"> <li>Noted the Licensee confirmed did not require security deposits from SUC during the audit period.</li> </ul> <b>Outcome Compliance:</b> Compliance with the obligation was confirmed during audit period through review of applicable versions of the Terms &amp; Conditions (NSC).  <b>Output Compliance:</b> Verification of the obligation included in Terms &amp; Conditions (NSC) Clause 8  <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) described the prices payable by the customer under the contract and the circumstances in which those prices are payable and 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 Change Energy's tariffs, fees and charges.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 27, 30, 31 32-35, , 61-69, CE Customer Portal</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> CE's obligations in relation to the provision of tariff information within 8 business days under clause 10.1(3) of the Code of Conduct were included in the Customer Terms &amp; Conditions (NSC) (Clause 7.4</p>

				<ul style="list-style-type: none"> <li>Signed Application and Commercial Terms electricity prices and changes were monitored in the Customer List and more recently the CE Customer Portal</li> <li>Note CE did not offer alternative tariffs to the customer.</li> </ul> <p><b>Outcome Compliance:</b> Compliance with the obligation was confirmed during audit period through review of applicable versions of the Terms &amp; Conditions (NSC).</p> <p><b>Output Compliance:</b> Verification of the obligation included in Terms &amp; Conditions (NSC) Clause 4 and 7.4 and email communication routinely in July regarding Western Power Network Tariffs.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee’s Terms &amp; Conditions (NSC) described the procedures followed by Change Energy in relation to the preparation, issue and review of the customer’s bills.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Terms &amp; Conditions (NSC) described the procedures to be followed by the retailer in relation to the preparation, issue (Clause 6) and review of customer bills (clause 7).</p> <ul style="list-style-type: none"> <li>Terms &amp; Conditions (NSC) specified monthly billing cycle.</li> <li>The Application and Commercial Terms detailed the payment terms and recorded details for billing matters for the issue of customer bills.</li> <li>Customer List and more recently the CE Customer Portal included the requirements for issue of bills.</li> <li>CE Customer Portal used for billing customers.</li> </ul> <p><b>Outcome Compliance:</b> Terms &amp; Conditions (NSC) together with the Application and Commercial Terms specified the requirements.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	

	<b>4</b>	<b>N/P</b>	<b>1</b>	<p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee’s Terms &amp; Conditions (NSC) described the matters relating to the termination of the contract that are specified in the regulation.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The applicable termination requirements specified in the regulation were referenced in the following clauses of the Terms &amp; Conditions (NSC) as below;</p> <ul style="list-style-type: none"> <li>➤ circumstances in which the contract may be terminated by the retailer (Clause 18.2) or the customer (Clause 18.1)</li> <li>➤ the procedures for and in relation to termination of the contract (Clause 18.3)</li> <li>➤ payment of early termination charges (Clause 18.3) and the circumstances in which they are payable (Clauses 1, 18.1, 18.2 and 28.1)</li> <li>➤ specification of when termination (i.e. end) of the contract takes effect (Clauses 18.1 and 18.2)</li> <li>➤ authorisation of CE to terminate (i.e. end) the NSC if the customer becomes insolvent, goes into liquidation, becomes bankrupt (Clause 18.2)</li> <li>➤ customer consumes more than 160MWh of electricity in any period of 12 months (clause 12 (i) or commits breach of contract (Clause 12.3(f))</li> <li>➤ Provisions that state if contract terminated CE can arrange for final meter read (clause 18.3(b), disconnection (Clause 18.2(a)(v)), final bill (Clause 18.3(c), CE may remove network equipment (Clause 18.3(a))</li> <li>➤ If entering a new contract, the current contract cannot be terminated until the expiry of cooling off requirements in new contract (Clause 18.1(c))</li> </ul>

				<ul style="list-style-type: none"> <li>➤ If entering a new contract with another retailer, the current contract terminated (Clause 18.1(d))                             <ul style="list-style-type: none"> <li>▪ It was noted the term “Cooling Off Period” in the Terms &amp; Conditions (NSC) was described in accordance with regulation 32(1) i.e., 10 days.</li> </ul> </li> </ul> <p><b>Outcome Compliance:</b> Both versions of the Licensee’s Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION – NIL.</b>				
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.			<p><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee’s Terms &amp; Conditions (NSC) complied with the requirements in relation to amendment of the NSC.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Terms &amp; Conditions (NSC) informed the customer that the provisions of the NSC may be amended without the customer’s consent, described the process for amending the contract and required CE to notify the customer of any amendment to the contract (Clause 24)</p> <p><b>Outcome Compliance:</b> Both versions of the Licensee’s Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation was accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION – NIL</b>				

91 Type [2]	Regulation 17 - A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.		<p><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) specified Change Energy's and the customers assignment of rights and obligations.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Terms &amp; Conditions (NSC) included a reference to Change Energy's right to assignment without the customer's consent. (Clause 24)</p> <ul style="list-style-type: none"> <li>▪ The customers obligations for obtaining Change Energy's consent in relation to assignment were also specified.</li> </ul> <p><u>Outcome Compliance:</u> Both versions of the Licensee's Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><u>Output Compliance:</u> Signed ESAs provided assurance with the requirement.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) detailed their complaints handling procedures followed by Change Energy in responding to a customer complaint.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, CE Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The NSC referenced complaints would be managed in accordance with AS/NZS 10002:2014 (Clause 17).</p>



				<ul style="list-style-type: none"> <li>The NSC aligned with the requirements of the Code of Conduct Clause 12.1(2)(a) (refer obligation 299)</li> <li>Change Energy website also facilitated Complaints and Feedback.</li> </ul> <p><b>Outcome Compliance:</b> Both versions of the Licensee’s Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement and CE website <a href="https://changeenergy.com.au/complaints-feedback/">https://changeenergy.com.au/complaints-feedback/</a></p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> In relation to confidentiality, the Licensee’s Terms &amp; Conditions (NSC) detailed Change Energy’s processes undertaken to ensure the customers information held by the Licensee was treated confidentially.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 27, 30, CE Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Change Energy’s steps taken to ensure that customer information held was treated confidentially were specified in Clause 21 of the Terms &amp; Conditions (NSC).</p> <ul style="list-style-type: none"> <li>Notably measures for confidential treatment of customer information included staff awareness, maintenance of up-to-date cyber security software, storage of data on secure and encrypted network, request third parties required to access information for assurances comply with the Privacy Act and treatment of obsolete documentation in accordance with compliance requirements.</li> </ul> <p><b>Outcome Compliance:</b> Both versions of the Licensee’s Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	

	<b>4</b>	<b>N/P</b>	<b>1</b>	<b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) detailed the miscellaneous provisions as required by the regulations.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Terms &amp; Conditions (NSC) informed the customer of CEs obligations as follows:</p> <ul style="list-style-type: none"> <li>a) governing legislation - Clause 27.2</li> <li>b) the effect of any invalid or unenforceable provision on the other provisions of the contract (Clause 27.5)</li> <li>c) the way in which notice can be given under the contract and when such notice is deemed to be given (Clause 27.8)</li> <li>d) the use of electronic communication by the retailer when dealing with the customer (Clause 27.9)</li> </ul> <p><b>Outcome Compliance:</b> Both versions of the Licensee's Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
95	Regulation 21 - A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct			

Type [2]	for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.		<p><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) did not contain a provision that excluded, restricted, or modified the Code of Conduct for the Supply of Electricity to Small Use Customers unless it was authorised by the Code.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> In accordance with Code of Conduct, the Terms &amp; Conditions (NSC) effectively ensured a provision which contravenes was of no effect and no contracting out of the Code of Conduct (Clause 20.2)  <u>Outcome Compliance:</u> Both versions of the Licensee's Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.  <u>Output Compliance:</u> Signed ESAs provided assurance with the requirement.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>
	<b>2021 RECOMMENDATION - NIL</b>		
96 Type [2]	Regulation 32 - A non-standard contract must include details about the cooling off period specified in the regulation.		<p><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) included details about the cooling off period as specified by the regulation.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Terms &amp; Conditions (NSC) specified as required by the regulations:</p>

				<ul style="list-style-type: none"> <li>Customer’s discretion to terminate a non-standard contract within the period of 10 days after the contract is entered into and this right must be specified in the contract. (Clause 28.1 and Unsolicited consumer agreement)</li> <li>Prohibit supply of electricity unless requested. (i.e., via signed ESA with start dated specified)</li> <li>Need for the customer to pay for electricity supplied and for any services provided in connection with that supply if, at their request supply commenced prior to cooling off period and customer exercises right to terminate during the cooling off period. (Clause 18.1(b))</li> </ul> <p><b>Outcome Compliance:</b> Both versions of the Licensee’s Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> In relation to termination of contract by the customer, the Licensee’s Terms &amp; Conditions (NSC) were fixed term contracts and as such were not required to include Regulation 33(2)</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30, 31</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> As reflected by the CE Customer List (and more recently the CE Customer Portal), all Terms &amp; Conditions (NSC) were fixed term contracts and under regulation 33(1) this obligation did not apply (Clause 18.1(a)).</p> <ul style="list-style-type: none"> <li>A fixed term contract means a non-standard contract that is expressed to have effect for a definite period.</li> <li>Regulation 6 required customer contracts to specify a duration (refer obligation 80).</li> </ul>

	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Outcome Compliance:</b> Both versions of the Licensee’s Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> In relation to termination of contract by the customer, the Licensee’s Terms &amp; Conditions (NSC) described 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. Additionally, it 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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30, 31</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Terms &amp; Conditions (NSC) were fixed term contracts and required the customer to provide (Clause 18.1(a)).</p> <ul style="list-style-type: none"> <li>▪ Early Termination Charge (ETC) calculation was contained in the NSC. (Applicable Clauses 18.1, 18.2, 18.3 and 28.1)</li> </ul> <p><b>Outcome Compliance:</b> Both versions of the Licensee’s Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <p><b>Output Compliance:</b> The CE Customer List (and more recently the CE Customer Portal) confirmed all Terms &amp; Conditions (NSC) were fixed term contracts.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	

<b>2021 RECOMMENDATION – NIL</b>	
<p>100 Type [2]</p>	<p>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> <p><b>COMPLIANCE FINDING:</b> The Licensee's Terms &amp; Conditions (NSC) confirmed that during the audit period, there was no requirement to notify the customer of a default supplier and as such no event where supply was under deemed contract with default supplier (i.e., where a SFC applied). The Licensee was also confirmed to have complied with ERL25 Licence Condition 6.8.1.</p> <p>The Licensee's NSC was noted to have complied with the requirement to notify the customer within 5 business days of becoming aware of a customer taking supply of electricity (Clause 11.5) and that the notification would be in writing (Clause 11.1)</p> <p><b>DOCUMENTS/SYSTEMS:</b> 27, 30, 31, 41, ERL25 Clause 6.8.1</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> According to Clause 11.5 of the Licensee's Terms &amp; Conditions (NSC) the customer is liable for supply until they notify the licensee of the change to requirements, with consideration for the obligations of Code of Conduct Clause 5. (Refer Obligations 197-199).</p> <ul style="list-style-type: none"> <li>▪ The CEO confirmed that for the duration of the audit period, no customers were supplied under the Terms &amp; Conditions (SFC).</li> <li>▪ There were no instances where CE advised the customer they were the default supplier during the audit period.</li> <li>▪ Business Analyst monitored customer usage for patterns of electricity usage. Anomalous results were investigated.</li> <li>▪ There were no complaints made to the Licensee in relation to supply of electricity in the event of change in customer.</li> <li>▪ The BMS referred to this requirement.</li> </ul> <p><b>Outcome Compliance:</b> Instances where the customer moved out and a new customer moved in were managed in accordance with the contractual obligations of the ESA and as such no requirement for use of the SFC eventuated.</p>

				<p><b>Output Compliance:</b> The CE Customer List (and more recently the CE Customer Portal) confirmed all Terms &amp; Conditions (NSC) were fixed term contracts. Email communication with the customer.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
<b>12 ELECTRICITY INDUSTRY ACT - LICENCE CONDITIONS AND OBLIGATIONS</b>				
101* Type [2]	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.			<p><b>COMPLIANCE FINDING:</b> This was the second Audit conducted by an independent auditor for the Licensee since the licence was granted on 16 December 2016. The current audit confirmed the 2018 Performance Audit report dated, 28 March 2019, was provided to the ERA for the audit period from 16 December 2016 to 31 December 2018 (i.e. 24 months and 16 days).</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 99, 100, 102, CE Corporate Calendar, ERA Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The 2018 Performance Audit was noted to be available for review on the ERA website.</p> <ul style="list-style-type: none"> <li>▪ The requirement for the current audit was monitored by CEO in the Corporate Calendar as specified in the BMS.</li> <li>▪ Email communications and correspondence with the Secretariat was provided for review.</li> <li>▪ GES was appointed with the Authority's approval to undertake the performance audit for the audit period on the 29 November 2021 (Authority Document Ref: D241116).</li> <li>▪ Audit &amp; Review Plan developed and approved in accordance with Audit Guidelines</li> </ul> <p><b>Outcome Compliance:</b> 2018 Performance Audit was published, and the ERA released a notice in relation to the audit report and the post-audit implementation plan (PAIP).</p>

	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	<p><b>Output Compliance:</b> The publication of the 2018 Performance Audit and the PAIP and the increase in audit period from approximately 24 to 36 months indicated compliance with the obligation.</p> <p><b>Integrity of Reporting:</b> ERA Type NR for 2019 compliance reports and was amended to Type 2 obligation in June 2020 and was accurately reported in the compliance reports for 2020 and 2021.</p>
<b>2021 RECOMMENDATION - NIL</b>				
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> .			<p><b>COMPLIANCE FINDING:</b> The Licensee paid the prescribed licence fees to the ERA in accordance with the obligations, according to the following clauses of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i>.</p> <ul style="list-style-type: none"> <li>➤ CI 6 - Annual licence charges: liability and amount</li> <li>➤ CI 7 - Standing charges: liability and amount</li> </ul> <p>The late payment of 1 standing data charge was noted in relation to:</p> <ul style="list-style-type: none"> <li>➤ CI 8 - Standing charges: assessment and payment</li> </ul> <p><b>DOCUMENTS/SYSTEMS:</b> 5, Corporate Outlook Calendar</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> As detailed in the BMS the Licensee established a corporate calendar to monitor the key dates for annual reporting to the ERA and Minister and AEMO settlement dates. The corporate calendar was set up as a calendar in Outlook.</p> <ul style="list-style-type: none"> <li>▪ Assessment of the Corporate Calendar confirmed the requirement was recorded and effective.</li> <li>▪ All annual fees were paid as required.</li> <li>▪ Proactive email communications between the Licensee and the ERA were noted to ensure compliance.</li> <li>▪ Payment of 2021 Annual License fee was not provided for review but confirmation of payment within the required timeframe was confirmed by the CEO</li> </ul>



			<ul style="list-style-type: none"> <li>A report of payments was provided by the Accounts Department of the ERA (refer 119).</li> </ul> <p><b>Outcome Compliance:</b> The licence fees were paid as required, with the except of 1 standing data charge for the 2020 Oct-Dec quarter. As such there were 11 out of 12 invoices paid within the prescribed timeframes.</p> <p><b>Output Compliance:</b> Confirmation of payments made during audit period was undertaken with the ERA for the 2019-2021 years. The 2021 payment was due 23/12/2021 and confirmed by the licensee as being paid.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>A</b>	<b>2</b>
<p><b>02/2021 RECOMMENDATION</b> – The non-compliance with payment of the Standing Data Charge was an administrative oversight. The Licensee has applied measures to ensure emails are communicated both the CEO and Business Analyst. There are no further recommendations made.</p>			
106 Type [NR]	<p>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.</p>		<p><b>COMPLIANCE FINDING:</b> Change Energy had 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 fulfilled this obligation.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Bills</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> There were no control procedures or systems in place throughout the audit period. Compliance with the requirement was not within the Licensee’s capability.</p> <ul style="list-style-type: none"> <li>Change Energy relied on systems established by Western Power as the Network Operator to minimise the extent or duration of any interruption, suspension, or restriction of the supply of electricity</li> <li>Change Energy confirmed standard practice in response to customers queries relating to unplanned outages and was to direct them to Western Power’s website.</li> <li>Where possible Change Energy communicated directly with the customer in relation to planned outages as advised by Western Power if required.</li> </ul>

				<p><b>Outcome Compliance:</b> In the event of a power interruption the Licensee referred the Customer to the Western Power outages website.</p> <p><b>Output Compliance:</b> Customer bills included the phone number for Western Power Faults and Emergencies. Communication with Western Power and customers.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>5</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION – NIL</b>			
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 Contract that complies with the Act.			<p><b>COMPLIANCE FINDING:</b> The Licensee did not supply electricity to a small use customer under a standard form contract.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 27, 30, 103, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Licensee’s control procedures ensured that all new contracts processed were reviewed and a sample cross referenced for small-use customer compliance prior to processing.</p> <ul style="list-style-type: none"> <li>Requirement of the <i>Electricity Industry Act 2004</i> that the Licence application not to be granted unless standard form contract approved. Change Energy has a retail licence ERL25 and the Standard Form Contract was approved in December 2016 in conjunction with the grant of licence and was available on the ERA website.</li> </ul> <p><b>Outcome Compliance:</b> SUC were supplied with a NSC that was noted to be compliant with the Act.</p> <p><b>Output Compliance:</b> SUC ESA comprised of the signed Commercial Terms and Terms &amp; Conditions (Non-Standard) provided assurance with the obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	

<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> 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><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 27, 30, 103, 105-111, ERA Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Licensee communicated with the ERA throughout the audit period and was not been requested to amend the SFC.  <u>Outcome Compliance:</u> Noted Licensee’s SFC contract has not been amended since September 2016  <u>Output Compliance:</u> The current SFC was not amended outside the audit period. <a href="https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts">https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts</a>  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The Licensee was member of an approved scheme and there were no decisions or directions by the electricity ombudsman issued.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Energy and Water Ombudsman Website, 5, 10-13, 27, 30, 103, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Change Energy listed as Service Provider on The Energy and Water Ombudsman website.</p>

			<p><b>Outcome Compliance:</b> Change Energy was listed a member of the Energy and Water Ombudsman who could take complaints about electricity, gas and water companies and providers licenced by the Economic Regulation Authority to operate in Western Australian.</p> <p><b>Output Compliance:</b> <a href="https://energyandwater.ombudsman.wa.gov.au/service-providers/service-provider-contacts">https://energyandwater.ombudsman.wa.gov.au/service-providers/service-provider-contacts</a></p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
<b>13 ELECTRICITY LICENCES – LICENCE CONDITIONS AND OBLIGATIONS</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed during the audit period they did not engage marketing agents. The CEO confirmed the majority of customers were obtained by Change Energy Business Development Managers or Brokers and compliance with the Code of Conduct was ensured with respect to activities relating to the marketing of electricity.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 37</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> CE has not engaged any Electricity Marketing Agents for the audit period and this was reflected in the BMS. S2.5.7.</p> <ul style="list-style-type: none"> <li>▪ It is understood that tendering companies represent the customer and as tender companies are engaged directly by customers, they would be considered a customer representative and not an electricity marketing agent.</li> <li>▪ Although, it was not CE obligation to ensure that tender companies complied with the Code. CE routine business practice was to obtain verifiable consent for the purposes of quotation.</li> </ul> <p><b>Outcome Compliance:</b> CE did not engage marketing agents but had established processes and procedures to ensure compliance with the Code of Conduct was ensured with respect to activities relating to the marketing of electricity.</p>

	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Output Compliance:</b> The Customer List and more recently the CE Customer Portal allowed for the recording of the origin of a customer contract. The BMS detailed processes to ensure compliance with the Code of Conduct and signed ESAs provided assurance.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> 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><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 27, 30, 103, 105-111, ERA Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Licensee communicated with the ERA throughout the audit period and was not requested to amend the SFC.(Refer to obligation 109).  <b>Outcome Compliance:</b> Noted Licensee’s SFC contract has not been amended since September 2016</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Output Compliance:</b> The current SFC was not amended outside the audit period. <a href="https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts">https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts</a></p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> 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><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 27, 30, 103, 105-111, ERA Website</p>

				<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Licensee communicated with the ERA throughout the audit period and was not requested to amend the SFC.(Refer to obligation 109).  <u>Outcome Compliance:</u> Noted Licensee’s SFC contract has not been amended since September 2016  <u>Output Compliance:</u> The current SFC was not amended outside the audit period.  <a href="https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts">https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts</a>  <u>Integrity of Reporting:</u> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
118 Type [2]	Licence Condition 6.5.1 - A licensee can only amend the standard form contract with the ERA’s approval			<p><b>COMPLIANCE FINDING:</b> 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><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 27, 30, 103, 105-111, ERA Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Licensee communicated with the ERA throughout the audit period and was not requested to amend the SFC.(Refer to obligation 109).  <u>Outcome Compliance:</u> Noted Licensee’s SFC contract has not been amended since September 2016  <u>Output Compliance:</u> The current SFC was not amended outside the audit period.  <a href="https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts">https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts</a>  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			

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><b>COMPLIANCE FINDING:</b> Change Energy maintained its financial records in compliance with Public Practice Standards as it is a non-reporting entity. It is a trading entity reporting to and on behalf of its directors and shareholders. Australian Accounting Standards Board Standards (AASBs) is required for reporting entities. As such, the Public Practice Standards is equivalent to the AASB's in that Change Energy is complying with the applicable standard.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Change Energy Pty Ltd Financial Statements YE 30 June 2019-2021</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Third party annual financial reports prepared in accordance with Australian Accounting Standards Board Standards  <u>Outcome Compliance:</u> Reviewed financial reports during the site visit.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>
	<b>2021 RECOMMENDATION – NIL</b>		
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		<p><b>COMPLIANCE FINDING:</b> The Licensee and the Auditor complied with the 2014 Audit Guidelines for the preparation of the 2018 Performance Audit and the 2019 Audit Guidelines were applied to the development of the 2021 Audit Plan for the current Audit.</p> <p><b>DOCUMENTS/SYSTEMS:</b> ERA Website, 2014&amp; 2019 Audit and Review Guidelines</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Licensee engaged GES for the audit period 1 January 2019 to 31 December 2021 and the engagement process adhered to the requirements of the 2019 Audit Guidelines.</p>

				<p>This is the second Performance Audit conducted by the Auditor, as such the Auditor will not be able to undertake the audit for the next audit period.</p> <p><b>Outcome Compliance:</b> The Audit and the Audit Report prepared in accordance with the Audit Guideline as published on the ERA Website.</p> <p><b>Output Compliance:</b> Correspondence with the ERA, Licensee and the Auditor verified the compliance with the process.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period Change Energy was not under external administration and there were not significant changes affecting the Licensee's ability to meet its obligations.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Corporate Calendar, 10-13</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS referenced this requirement (Refer 2.5.7).</p> <ul style="list-style-type: none"> <li>Reporting requirements were recorded in the Change Energy corporate calendar.</li> </ul> <p><b>Outcome Compliance:</b> The Licensee was not under external administration, nor did they experience a significant change in the circumstances</p> <p><b>Output Compliance:</b> There were no specific control processes. Reliant on tacit knowledge of management team.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			



<p>124  Type [2]</p>	<p>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>	<p><b>COMPLIANCE FINDING:</b> During the audit period the Licensee complied with the dates for the submission of reporting requirements, however, non-compliance was noted in regards to the failure to include the applicable Type 2 non-compliance in the subsequent annual compliance report. The control environment (i.e. use of internal audit) in relation to the correct collection and handling of data that the Licensee supplies to ERA and/or compliance related activities were not adequate to ensure accurate reporting of information to the ERA</p> <p><b>DOCUMENTS/SYSTEMS:</b> Corporate Outlook Calendar, CE Website, 1, 2-4, 6, 7, 10-15, 20-23, 31, 119</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Timely preparation of the annual compliance report well demonstrated but it was noted to not be fully effective in identifying compliance status of all reportable Type 2 obligations during the Annual Compliance Reporting Year.</p> <ul style="list-style-type: none"> <li>▪ The CEO confirmed the use of a 2020 Licence Obligations spreadsheet (refer doc ref 1) for the scheduling of compliance related reporting. The document was noted be updated in accordance with the Electricity Compliance Reporting Manual requirements and linked the relevant control procedures to the obligations.</li> </ul> <p><u>Outcome Compliance:</u> The Licensee had the following provision of information requirements during the audit period;</p> <ul style="list-style-type: none"> <li>▪ <b>Annual Compliance Report</b> - Compliance Reports due for submission by the 31 August annually were submitted on time. Note: Reporting years 2019-2021 within audit scope.</li> <li>▪ <b>Standing Charges Data – CEO Confirmed</b> standing data due for submission by the 30 September annually were submitted on time (Note: Reporting years 2018-2021 within audit scope). Confirmation emails were sighted for 2019 – 2021.</li> <li>▪ <b>Electricity Retail Licence Performance Reporting Datasheets</b> – The Electricity Retail Performance Reporting datasheets due for submission by the 30 September annually were submitted on time. (Note: Reporting years 2019-2021 within audit scope)</li> </ul>
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				<ul style="list-style-type: none"> <li>▪ <b>Non-Compliance Obligations Omitted from the Annual Compliance Report</b> – There were a number of non-compliances omitted from the Annual Compliance Reports as identified in this report (refer Table 1)</li> </ul> <p><b>Output Compliance:</b> Performance Reports, Annual Compliance reports, emails and communication with the ERA provided assurance of the requirements. The dates of publishing the Performance Reports to the website were not always demonstrated in the evidence provided.</p> <p><b>Integrity of Reporting:</b> Type 2 obligations not always accurately reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>B</b>	<b>COMPLIANCE RATING</b> <b>2</b>	
	<b>03/2021 RECOMMENDATION</b> – Further develop the 2020 Licence Obligations spreadsheet (note revised version Electricity Compliance Reporting Manual, February 2022) to use as an internal audit tool in the preparation of annual compliance reports to ensure ongoing accuracy and integrity of data reported 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.			<p><b>COMPLIANCE FINDING:</b> During the Audit Period the Licensee was required to publish the Electricity Retail Licence Performance Reporting Datasheets for the reporting years 2019-2021. The CEO confirmed the datasheets were published as required within the 7 calendar day timeframe as specified by the ERA.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Change Energy Website, 2-4, 21, 23</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Emails provided confirmed the publishing within the 7 days timeframe for the 2019-2021 performance reports.</p> <p><b>Outcome Compliance:</b> The CEO confirmed 2019 – 2021 reports were published within 7 days.</p> <p><b>Output Compliance:</b> Performance Reporting Datasheets were available on the CE website and the date published was confirmed through email communication with the ERA.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
126	Licence Condition 3.7.1 - All notices must be in writing, unless otherwise specified.			<p><b>COMPLIANCE FINDING:</b> During the Audit Period the Licensee demonstrated evidence of notices and correspondence with ERA in regards to Change Energy’s Retail Licence obligations.</p>

Type [2]			<p><b>DOCUMENTS/SYSTEMS:</b> Communication between ERA, WP, Web Portal</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS specifically referred to this requirement (Section 2.5)</p> <ul style="list-style-type: none"> <li>▪ The CE Customer Portal has the capacity to record communications with the stakeholders during the audit period.</li> <li>▪ Specific email accounts created to be used as CC or send from to record communication (i.e., complaints@changeenergy.com.au).</li> </ul> <p><b>Outcome Compliance:</b> Compliance was noted through review of communication provided.</p> <p><b>Output Compliance:</b> Emails, correspondence and reports published on websites provided assurance.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
2021 RECOMMENDATION - NIL			
<b>14 CODE OF CONDUCT – LICENCE CONDITIONS AND OBLIGATIONS</b>			
<b>MARKETING</b>			
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).		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that Change Energy did not enter into a Standard Form Contract (SFC) during the audit period.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 27, 30, 31, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>

				<p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> There were no controls procedures established in relation to SFC as Change Energy did not use them.</p> <ul style="list-style-type: none"> <li>Brokers compliance with requirement was ensured as Change Energy executed the contracts directly with the customer once the customer accepted their quotation.</li> </ul> <p><u>Outcome Compliance:</u> Compliance not assessed as did not use SFC</p> <p><u>Output Compliance:</u> Contracts List all NSC for SUC.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that Change Energy did not enter into a Standard Form Contract (SFC) during the audit period.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 27, 30, 31, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> There were no controls procedures established as SFC not used.</p> <ul style="list-style-type: none"> <li>Brokers compliance with requirement was ensured as Change Energy executed the contracts directly with the customer once the customer accepted their quotation.</li> <li>Change Energy used a CRM as a sales pipeline to manage sales prospects and the quotation process prior to entering an ESA with the customer.</li> </ul> <p><u>Outcome Compliance:</u> Compliance not assessed as did not use SFC</p> <p><u>Output Compliance:</u> Contracts List all NSC for SUC. Records stored in sales email address.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	

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).		<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed that all non-standard contracts (NSCs) entered into with SUC were not unsolicited consumer agreements. However, Change Energy’s processes considered the signing of the ESA as the customers’ verifiable consent and referenced the requirements of the provision of the contracts as specified in Clause 2.3(1).</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 24, 25, 27, 30, 31, 42, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Compliance through the execution of the ESA acceptance process.</p> <ul style="list-style-type: none"> <li>▪ All ESA’s were required to be signed and executed by both parties in order to be processed.</li> <li>▪ Account Management and Sales Process specifically referred to the requirement.</li> <li>▪ Terms and Conditions (NSC) referenced unsolicited Consumer Agreement (Clause 25).</li> <li>▪ Change Energy established induction procedures for sales personnel.</li> <li>▪ Brokers compliance with requirement was ensured as Change Energy executed the contracts directly with the customer once the customer accepted their quotation.</li> </ul> <p><b>Outcome Compliance:</b> All non-standard contracts were compliant with VC and dates to provided contract details as specified in Clause 2.3(1).</p> <p><b>Output Compliance:</b> The ESA (i.e., Commercial Terms) included acknowledgement that a copy of the Terms &amp; Conditions (i.e., NSC) was received and understood. Signed ESA would provide assurance of this process.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>	
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
2021 RECOMMENDATION - NIL				
133	Code of Conduct, clause 2.3(2) - A retailer or electricity marketing agent must ensure that the information specified in subclause		<p><b>COMPLIANCE FINDING:</b> For the duration of the audit period when entering a NSC (i.e. ESA), the Licensee, did not include a reference to general information on the safe use of electricity in the</p>	

<p>Type [2]</p>	<p>2.3(2) is provided to the customer before entering into a non-standard contract.</p>	<p>ESA new contract process. The Licensee used an ESA and confirmation of inclusion of all information as specified in subclause 2.3(2) with the exception of the following:</p> <ul style="list-style-type: none"> <li>▪ (g) the distributor’s 24 hour telephone number for faults and emergencies; (Note: The Auditor considered intent Code of Conduct Clause 2.3(3)(b) and determined the NSC detailed in emergency information could be obtained from the Network Operator 24 hour emergency line but did not reference faults and did not include a telephone number. Additionally, the definitions (Clause 28.1) did not refer to Western Power as the Network Operator)</li> <li>▪ (j) general information on the safe use of electricity.</li> </ul> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 5, 10-13, 24, 25, 27, 30, 31, 42, 44, 45, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>Process Compliance:</b> The Terms &amp; Conditions (NSC) contained the information with exception of 2.3(2)(j) refer as below:</p> <ul style="list-style-type: none"> <li>➤ (a) - Cooling off rights and applicable charges if customer rescinds NSC (Cooling Off Clauses 18.1(b), 25(b) and 28.1, Charges Clauses 18.3 and 28.1)</li> <li>➤ (b)(i) How customer may obtain a copy of the Code of Conduct (Clause 7.4); and</li> <li>➤ (b)(ii) details on tariffs, fees, charges (Clause 4) and applicable service levels (Clause 2)</li> <li>➤ (c) - The scope of the Code of Conduct (Clause 1)</li> <li>➤ (d) - That Change Energy must comply with the Code of Conduct (Clause 1)</li> <li>➤ (e) - Change Energy assistance if customer experiences payment difficulties or financial hardship (Clauses 1, 12.4 and 28.1)</li> <li>➤ (i) - How to make a enquiry or complaint to Change Energy (Clause 1, 17 and 22)</li> <li>▪ Change Energy did not supply residential customers during the audit period (i.e., 2.3(2)(f) &amp; (h) were not applicable</li> <li>▪ Brokers compliance with requirement was via Change Energy as they executed the contracts directly with the customer once the customer accepted their quotation.</li> <li>▪ Change Energy established induction procedures for sales personnel.</li> </ul>
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		<ul style="list-style-type: none"> <li>The required information was not included in the Welcome Letter provided to New Customers once the contract was signed.</li> </ul> <p><b>Outcome Compliance:</b> Code of Conduct was confirmed available on Change Energy website and NSC referenced requirements as detailed above.</p> <p><b>Output Compliance:</b> The Licensee’s Terms and Conditions (NSC) included the required information for entering into a non-standard contract with exceptions listed above. Clause 9.2 gives some general information on (g).</p> <p><b>Integrity of Reporting:</b> Type 2 obligation was not accurately reported in the compliance reports 2018-2021.</p> <ul style="list-style-type: none"> <li>Failure to provide information in relation to the general information on the safe use of electricity and the omission of the Network Operator telephone number was not included in the 2019-2021 Annual Compliance reports.</li> </ul>	
	<p><b>PRIORITY</b></p> <p><b>4</b></p>	<p><b>CONTROLS RATING</b></p> <p><b>B</b></p>	<p><b>COMPLIANCE RATING</b></p> <p><b>2</b></p>
<p><b>04/2021 RECOMMENDATION</b> – Amend the Terms &amp; Conditions (NSC) to specifically include the requirements of 2.3(2)(g) and (j). Update the BMS, Account Management and Sales Process, Sales Induction Forms, and other information systems to reference the requirements, for example, a link on Change Energy website to refer customers to Western Power Website for information on the safe use of electricity (<a href="https://www.westernpower.com.au/safety/safety-at-home/">https://www.westernpower.com.au/safety/safety-at-home/</a>) and Western Power 24 hour telephone number for faults and emergencies.</p>			
<p>135 Type [2]</p>	<p>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>	<p><b>COMPLIANCE FINDING:</b> For the duration of the audit period the Licensee obtained the customer’s verifiable consent that the information specified in subclause 2.3(2) was provided. It was noted that Clause 2.3(4) was not applicable to the Licensee.</p> <p>However, as 2.3(2)(g) and (j) were not included in the ESA VC obtained did not cover these requirements.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 5, 10-13, 24, 25, 27, 30, 31, 42, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>	

				<p><b>Process Compliance:</b> The Customer Application &amp; Commercial Terms referenced the Terms &amp; Conditions (NSC) and required the customer sign in acknowledgment of receipt of the NSC (refer obligation 132).</p> <ul style="list-style-type: none"> <li>▪ It was noted that Clause 2.3(4) was not applicable to the Licensee</li> <li>▪ Brokers were not permitted to negotiate or deal with the customer on behalf of Change Energy.</li> <li>▪ The BMS referenced requirements in relation to CE Marketing Guidelines (Refer section 6.1)</li> <li>▪ Change Energy established induction procedures for sales personnel.</li> </ul> <p><b>Outcome Compliance:</b> All ESAs were signed and requirements of 2.3(2) with the exception of (g) &amp; (j) were confirmed (refer obligation 133).</p> <p><b>Output Compliance:</b> Signed NSC provided indication as to the level of assurance with the obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>B</b>	<b>2</b>	
<b>2021 RECOMMENDATION – Refer to recommendation 03/2021</b>				
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><b>COMPLIANCE FINDING:</b> The Licensee confirmed the retailer provided the customer Change Energy contact details, including a telephone number and ensured that the customer was able to contact the retailer during normal business hours for the purposes of enquiries, verifications, and complaints</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 5, 10-13, 24, 25, 27, 30, 31, 42, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS specifically referred to the requirement (refer section 6.1 relating to Marketing Guidelines).</p>



		<ul style="list-style-type: none"> <li>Compliance with regard to the Brokers was confirmed via email communications with Broker and the prospective Customer. Routinely, the Customer was noted to have engaged the Broker for the purposes of obtaining competitive pricing with respect to supply of electricity.</li> <li>Change Energy established induction procedures for sales personnel.</li> </ul> <p><b>Outcome Compliance:</b> Customers were provided with requirements for the purposes of enquiries, verifications, and complaints.</p>			
	<table border="1"> <tr> <td data-bbox="277 459 427 624"><b>PRIORITY</b> <b>4</b></td> <td data-bbox="427 459 696 624"><b>CONTROLS RATING</b> <b>N/P</b></td> <td data-bbox="696 459 994 624"><b>COMPLIANCE RATING</b> <b>1</b></td> </tr> </table>	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	<p><b>Output Compliance:</b> The BMS required the Change Energy employees to comply with the requirements. No formal checklist was established to verify compliance and compliance was reliant on the tacit knowledge of the employee.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>			
<b>2021 RECOMMENDATION – NIL</b>					
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><b>COMPLIANCE FINDING:</b> The CEO confirmed no requests were made by customers for information specified in subclause 2.5(1) (a) and (b) during the audit period.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 5, 10-13, 24, 25, 27, 30, 31, 42, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS specifically referred to the requirement (refer section 6.2 relating to Customer Contact).</p> <ul style="list-style-type: none"> <li>Other than awareness to the requirement control procedure or checklist was established to verify compliance.</li> <li>Change Energy established induction procedures for sales personnel.</li> <li>Brokers were not permitted to negotiate or deal with the customer on behalf of Change Energy</li> </ul> <p><b>Outcome Compliance:</b> Customers were provided with contact requirements for the purposes of marketing.</p>			

	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	<p><b>Output Compliance:</b> The BMS required the Change Energy employees to comply with the requirements, training was provided to sales personnel. It was noted compliance was reliant on the employee training through induction process.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
139 Type [2]	<p>Code Of Conduct, Clause 2.5(2) - A retailer or electricity marketing agent who meets with a customer face to face must:</p> <ul style="list-style-type: none"> <li>• wear a clearly visible and legible identity card showing the information specified in subclause 2.5(2)(a); and</li> <li>• provide the written information specified in subclause 2.5(2)(b) as soon as practicable following a request by the customer.</li> </ul>			<p><b>COMPLIANCE FINDING:</b> In relation to contact for the purposes of marketing, the CEO confirmed the BMS and training was provided to all Change Energy sales employees to ensure they:</p> <ul style="list-style-type: none"> <li>▪ wear a clearly visible and legible identity card showing first name, photograph, name of retailer for whom the contact was made on behalf of (note in relation to brokers their marketing ID)</li> <li>▪ provide the written information first name, name of retailer for whom the contact was made on behalf of (note in relation to brokers their marketing ID), complaints number and ABN of Change Energy and the electricity ombudsman telephone number.</li> </ul> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 5, 10-13, 24, 25, 27, 30, 31, 42, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS specifically referred to the requirement (refer section 6.2 relating to Customer Contact).</p> <ul style="list-style-type: none"> <li>▪ The CEO noted there were limited face to face meetings during the audit period for the purposes of marketing.</li> <li>▪ Change Energy established induction procedures for sales personnel.</li> <li>▪ Induction procedures required marketing calls be adequately documented with all information including date entered into Change Energy's CRM.</li> </ul>

				<p><b>Outcome Compliance:</b> Information was provided where required by CE or brokers seeking quotations for customers.</p> <p><b>Output Compliance:</b> The BMS required the Change Energy employees to comply with the requirements, training was provided to sales personnel. It was noted compliance was reliant on the tacit knowledge of the employee.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports and as a non-compliance in the 2020 report.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed Change Energy adhered to any requirements restricting canvassing or advertising signs. Further, all sales personnel 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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 5, 10-13, 24, 25, 27, 30, 31, 42, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> he BMS specifically referred to the requirement (refer section 6.2 relating to Customer Contact).</p> <ul style="list-style-type: none"> <li>▪ Change Energy did not engage marketing agents but did engage customers through brokers.</li> <li>▪ The CEO noted there were limited face to face meetings during the audit period for the purposes of marketing.</li> <li>▪</li> </ul> <p><b>Outcome Compliance:</b> No complaints were made in regards to this obligation.</p> <p><b>Output Compliance:</b> Control procedures established, training and complaints register established.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	

2021 RECOMMENDATION - NIL			
141 Type [2]	Code Of Conduct, Clause 2.9 - An electricity marketing agent must keep a record of complaints from customers or persons who are contacted by, or on behalf of, the electricity marketing agent for the purposes of marketing; and provide the electricity ombudsman with all of the information that it has relating to a complaint, within 28 days of receiving a request for that information.		<p><b>COMPLIANCE FINDING:</b> Change Energy CEO confirmed electricity marketing agents were not engaged by the Licensee. However, brokers were utilised and there were no instances during the audit period where electricity marketing agent or broker complaints were made. As such compliance with the requirements could not be rated.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 5, 10-13, 27, 30, 31, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Change Energy did not engage marketing agents.                     <ul style="list-style-type: none"> <li>No complaints and no request for information from the Ombudsman were made in regards to electricity marketing agents or brokers during the audit period.</li> </ul> </p> <p><b>Outcome Compliance:</b> Change Energy were not advised of any complaints recorded the required information.</p> <p><b>Output Compliance:</b> Complaint's register established, no use of marketing agents.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
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		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that there were no marketing agents engaged during the audit period and brokers were aware of their requirements in relation to retentions of records.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CRM (i.e., Sales Pipeline), CE Customer Portal, 5, 10-13, 27, 30, 31, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>

			<p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Change Energy did not engage marketing agents.</p> <ul style="list-style-type: none"> <li>▪ Brokers maintained records of their contact with and from customers.</li> <li>▪ No complaints and no request for information from the Ombudsman were made in regards to this marketing agents during the audit period.</li> </ul> <p><b>Outcome Compliance:</b> The Complaints Register recorded the required information.</p> <p><b>Output Compliance:</b> Complaint's register established and no use of marketing agents.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p> <p>Change Energy maintained information received by brokers in relation to customer quotation.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
<b>CONNECTION</b>			
143 Type [2]	Code Of Conduct, Clause 3.1(1) - If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.		<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed Change Energy adhered to the obligation to forward connection application to Western Power on receipt of a signed ESA.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 5 10-13,, 27, 30, 31, 120, 121</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Once executed the ESA, CE submitted the request to Western Power via the Web Portal in accordance with the start date specified.</p> <ul style="list-style-type: none"> <li>▪ Compliance with this requirement was evident on the Web Portal.</li> <li>▪ The ESA specified supply date and a CTR was arranged within this timeframe. Delays outside the control of the Licensee were provide for.</li> <li>▪ The BMS did not specifically refer to the requirement.</li> </ul>

				<p><b>Outcome Compliance:</b> ESA was executed and CTR undertaken in accordance with the requirements.</p> <p><b>Output Compliance:</b> Customer List, CE Customer Portal, Web Portal, email communication with Western Power, the licensee and the customer and executed contracts provided assurance of this process.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> During the audit period the Licensee confirmed Change Energy adhered to the obligation to forward connection application on receipt of a signed ESA. The Commercial Terms and the Terms &amp; Conditions (NSC) specified contract start date or as permitted by law.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 5 10-13,, 27, 30, 31, 120, 121</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS did not specifically refer to the obligations and the NSC provided for earlier time as permitted by legislation.</p> <ul style="list-style-type: none"> <li>▪ Compliance with this requirement was evident on the Web Portal.</li> <li>▪ The Commercial Terms specified contract date and CTR were arranged within this timeframe. Delays outside the control of the Licensee were provide for.</li> <li>▪ Date contract entered into and contract start date differed depending on negotiated contract requirements.</li> </ul> <p><b>Outcome Compliance:</b> NSC were executed and CTR undertaken in accordance with the requirements.</p> <p><b>Output Compliance:</b> Customer Contracts List, Web Portal, email communication with Western Power, the licensee and the customer and executed contracts provided assurance of this process.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	

<b>2021 RECOMMENDATION - NIL</b>			
<b>BILLING</b>			
145 <sup>A</sup> 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><b>COMPLIANCE FINDING:</b> The Licensee’s billing cycle was specified in the ESA Retail’s billing procedures ensured, bills were issued once a month and no more frequently.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Changes to billing cycle, including shortening the billing cycle, were permitted under the Code of Conduct with the agreement of the Licensee and the Customer. Provision for this was made within the NSC (Clause 6.4).  <ul style="list-style-type: none"> <li>▪ There was no customer on a shortened billing cycle during the audit period.</li> <li>▪ As permitted by the Code of Conduct (Clause 1.10), the Licensee has referenced in the Terms &amp; Conditions (NSC) clauses 4.1, 4.2, 5.1 (1), 5.2, 5.4, 5.7 and 8.1 of the Small Use Customer Code do not apply to the contract.</li> </ul> <b>Outcome Compliance:</b> SUC Customer bills were issued monthly and not greater than 3 months as permitted by the Code of Conduct.  <b>Output Compliance:</b> Billing system, process and customer bills.  <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports  <ul style="list-style-type: none"> <li>▪ Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul> </p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			

146 <sup>Δ</sup> 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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period there were no customers on a shortened billing cycle. There were no residential customers.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Changes to billing cycle, including shortening the billing cycle, were permitted under the Code of Conduct with the agreement of the Licensee and the Customer. Provision for this was made within the NSC (Clause 6.4).                 <ul style="list-style-type: none"> <li>There was no customer on a shortened billing cycle during the audit period.</li> </ul> </p> <p><b>Outcome Compliance:</b> SUC Customer bills were issued monthly.</p> <p><b>Output Compliance:</b> Billing process and customer bills.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports                 <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul> </p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
148 <sup>Δ</sup> 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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period there were no customers on a shortened billing cycle.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The ESA did not reference provision of written notice within 10 business days and was not required to as detailed below.</p>



	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Outcome Compliance:</b> SUC Customer bills were issued monthly. No shortened cycles.</p> <p><b>Output Compliance:</b> Billing process and customer bills. Signed ESA.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p> <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
<b>2021 RECOMMENDATION - NIL</b>				
149 <sup>A</sup> 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.			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period there were no customers on a shortened billing cycle.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The ESA did not reference provision of written notice within 10 business days and was not required to as detailed Clause 1.10 Code of Conduct.</p> <p><b>Outcome Compliance:</b> SUC Customer bills were issued monthly. No shortened cycles.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Output Compliance:</b> Billing process and customer bills. Signed ESA.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p> <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
<b>2021 RECOMMENDATION - NIL</b>				
150 <sup>A</sup> 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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period there were no customers on a shortened billing cycle.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>

			<p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The ESA did not reference procedures for returning a customer subject to a shortened billing cycle to the billing cycle previously applied and was not required to as detailed below.  <u>Outcome Compliance:</u> SUC Customer bills were issued monthly. No shortened cycles.  <u>Output Compliance:</u> Billing process and customer bills. Signed ESA.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p> <ul style="list-style-type: none"> <li>▪ Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
151 <sup>A</sup> 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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period there were no customers on a shortened billing cycle</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The ESA did not reference informing a customer, who was 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. and was not required to as detailed below..  <u>Outcome Compliance:</u> SUC Customer bills were issued monthly. No shortened cycles.  <u>Output Compliance:</u> Billing process and customer bills. Signed ESA.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p> <ul style="list-style-type: none"> <li>▪ Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			

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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, there were no customers on a bill smoothing arrangement.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS detailed Change Energy did not do bill smoothing (Refer S8.1)                             <ul style="list-style-type: none"> <li>the NSC did not incorporate bill smoothing.</li> </ul> </p> <p><u>Outcome Compliance:</u> Customer bills were issued monthly. No bill smoothing was undertaken by Licensee.</p> <p><u>Output Compliance:</u> Billing process and customer bills.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, there were no customers on a bill smoothing arrangement.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS detailed Change Energy did not do bill smoothing (Refer S8.1)                             <ul style="list-style-type: none"> <li>the NSC did not incorporate bill smoothing.</li> </ul> </p> <p><u>Outcome Compliance:</u> Customer bills were issued monthly. No bill smoothing was undertaken by Licensee.</p> <p><u>Output Compliance:</u> Billing process and customer bills.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>

	<b>4</b>	<b>N/P</b>	<b>N/R</b>	<b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, bills were sent to the nominated electronic address, or other nominated address if required.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Billing details as specified in the ESA (Refer the Commercial Terms)</p> <ul style="list-style-type: none"> <li>▪ Customer Application and Commercial Terms recorded contractual contact details. Provision of email permits electronic communication.</li> <li>▪ Bills were generally emailed.</li> <li>▪ Terms and Conditions referenced the billing details provided in the Commercial Terms (Clause 6.1).</li> </ul> <p><b>Outcome Compliance:</b> Executed Commercial Terms specified the contractual contact details.</p> <p><b>Output Compliance:</b> Commercial Terms included the contractual contact details and customer bills, Customer List and more recently the CE Customer Portal.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> A review of Change Energy bills confirmed the particulars on each bill, with exception of one particular, were compliant with the relevant minimum prescribed information. However, the ESA (Terms &amp; Conditions (NSC) provided for otherwise agreement and as such a non-compliance was noted in relation to subclause (r) see below:</p> <p>(r) <i>a summary of the payment methods</i> – the customer bills do not reflect the Approved Payment Methods as agreed in the Commercial Terms, for example BPAY option was not referenced.</p>

			<p>It was noted that subclauses 4.5(1)(b),(c),(j),(k) and (bb) were not applicable to the licensee as they did not have any customers with the meter type 7 specified and they did not have any residential customers.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Bill templates and billing processes were developed and implemented throughout the audit period.</p> <ul style="list-style-type: none"> <li>▪ The NSC referenced payment options available to customer were specified in the Commercial Terms</li> <li>▪ The Commercial Terms referenced “Approved Payment Methods” as EFT/BPAY/Direct Debit/Credit Card).</li> <li>▪ The Annual Performance reports indicated that there were 2-5 customers on an instalment plan at any one time during the audit period.</li> <li>▪ The BMS referenced the requirement (section 8.1)</li> <li>▪ No control processes relating to internal monitoring or audits of retail licence obligations were established.</li> </ul> <p><b>Outcome Compliance:</b> SUC Customer Bills sampled met most of the requirements.</p>
	<b>PRIORITY</b>  <b>4</b>	<b>CONTROLS RATING</b>  <b>B</b>	<b>COMPLIANCE RATING</b>  <b>2</b>
<p><b>05/2021 RECOMMENDATION</b> - Review the billing process, commercial terms and relevant control procedures to ensure the “Approved Payment Methods” align with the “How To Pay” section of the bill and the particulars required on bills are included. Ensure requirements detailed in the updated Licence Obligations spreadsheet as detailed in recommendation 03/2021.</p>			
156	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		<b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, there were no historical debts identified or billed.

Type [2]	customer of the amount of the historical debt and its basis, before, with, or on the customer's next bill.			<p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS did not specifically included the requirement.  <u>Outcome Compliance:</u> SUC Customer Bills sampled met the requirements.  <u>Output Compliance:</u> The SUC customer bills provided assurance with the requirements.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
157 Type [2]	<p>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:</p> <ul style="list-style-type: none"> <li>the distributor's or metering agent's reading of the meter at the customer's supply address.</li> <li>the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or</li> <li>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.</li> </ul>			<p><b>COMPLIANCE FINDING:</b> The Business Analyst 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. It was noted that Change energy did not undertake bill smoothing but that estimations, if applicable, were undertaken in accordance with Clause 4.8</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 51,52</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS referred to the requirement (section 8.1)                     <ul style="list-style-type: none"> <li>Evidence of estimated bills and subsequent adjusted bills were reviewed.</li> </ul> <u>Outcome Compliance:</u> SUC Customer Bills sampled met the requirements.  <u>Output Compliance:</u> The SUC customer bills, billing spreadsheets and Western Power data files provided assurance with the requirements.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	

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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Western Power was responsible for issuing Change 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><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 51,52</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS referred to the requirement (section 8.1).  <u>Outcome Compliance:</u> Review of SUC bills reflected use of actual and estimated meter data.  <u>Output Compliance:</u> SUC Bills provided assurance to the process.  <u>Integrity of Reporting:</u> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Change Energy issued estimated bills where actual meter data were not available.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 51,52</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Effective processes to ensure issue of estimated bills and subsequent adjusted bills were reviewed.</p>

			<p><b>Outcome Compliance:</b> Review of SUC bills reflected use of actual and estimated meter data.</p> <p><b>Output Compliance:</b> SUC Bills provided assurance to the process.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> The Licensee confirmed during the audit period in circumstances where a customer's bill was estimated, Change Energy clearly specified on the customer's bill the information required under subclause 4.8(2).</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 44, 45, 51,52</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Effective processes to ensure issue of estimated bills and subsequent adjusted bills were reviewed.</p> <ul style="list-style-type: none"> <li>▪ Change 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.</li> <li>▪ Change Energy liaised with both the customer and Western Power to ensure the meter was read on a monthly basis.</li> <li>▪ The BMS referenced the requirement (refer Section 8.1)</li> <li>▪ The NSC referred the requirement (Clause 5.1)</li> <li>▪ The Welcome Letter issued by the Licensee through the new customer process explained estimated and actual data and the adjustment process.</li> </ul> <p><b>Outcome Compliance:</b> Review of SUC bills reflected use of actual and estimated meter data.</p>



	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>NP</b>	<b>COMPLIANCE RATING</b> <b>1</b>	<b>Output Compliance:</b> SUC Bills provided assurance to the process. <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
<b>2021 RECOMMENDATION – NIL</b>				
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. <sup>8</sup> <sup>8</sup> 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).			<b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Change Energy received no requests by customers for information regarding the basis and reason for an estimation  <b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 44, 45, 51,52  <b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst  <b>OBSERVATIONS:</b> <b>Process Compliance:</b> The Welcome Letter issued by the Licensee through the new customer process explained estimated and actual data and the adjustment process. <ul style="list-style-type: none"> <li>Effective processes to ensure issue of estimated bills and subsequent adjusted bills were reviewed.</li> </ul> <b>Outcome Compliance:</b> Review of SUC bills reflected use of actual and estimated meter data. <b>Output Compliance:</b> SUC Bills provided assurance to the process. <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<b>COMPLIANCE FINDING:</b> The Business Analyst 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 was applied.

				<p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 44, 45, 51,52</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Effective processes to ensure issue of estimated bills and subsequent adjusted bills were reviewed.  <b>Outcome Compliance:</b> Review of SUC bills reflected use of actual and estimated meter data.  <b>Output Compliance:</b> SUC Bills provided assurance to the process.  <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> The Business Analyst 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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 16, 17, 27, 30, 31, 44, 45, 51,52, 73-75</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Effective processes to ensure issue of estimated bills and subsequent adjusted bills were reviewed.  <b>Outcome Compliance:</b> Review of SUC bills reflected use of actual and estimated meter data.  <b>Output Compliance:</b> SUC Bills provided assurance to the process.  <b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	

<b>2021 RECOMMENDATION – NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, there were two Customer requests for testing of meters and as such investigations (i.e meter tests) were requested, by Change Energy to Western Power.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 73-75</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Correspondence between Change Energy and Western Power in relation to meter data tests was provided.  <u>Outcome Compliance:</u> Meter test reports.  <u>Output Compliance:</u> Email communication and meter test reports.  <u>Integrity of Reporting:</u> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The meter tests undertaken during the audit period were not found to be defective. Results of the meter tests were provided.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 73-75</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>

	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Process Compliance:</b> Correspondence between Change Energy and Western Power in relation to meter data tests was provided.</p> <p><b>Outcome Compliance:</b> Meter test reports.</p> <p><b>Output Compliance:</b> Email communication and meter test reports.</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> The Licensee did not offer alternative tariffs. Compliance with this obligation could not be assessed.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13. 32-35, 61-69</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Licensee confirmed alternative tariffs were not offered and no customers applied for them during the audit period.</p> <ul style="list-style-type: none"> <li>The BMS did not specify information in relation to alternative tariffs.</li> </ul> <p><b>Outcome Compliance:</b> Monthly SUC bills did not reflect alternative tariffs or changes to tariffs such as Western Power Network Tariffs were communicated in July,</p> <p><b>Output Compliance:</b> Email communication regarding Network Tariff changes.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> The Licensee did not offer alternative tariffs as such written notification of an alternative tariff did not occur during the audit period</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13. 32-35</p>

				<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Licensee confirmed alternative tariffs were not offered and no customers applied for them during the audit period.  <ul style="list-style-type: none"> <li>The BMS did not specify information in relation to alternative tariffs.</li> </ul> <u>Outcome Compliance:</u> Monthly SUC bills did not reflect alternative tariffs or changes to tariffs such as Western Power Network Tariffs were communicated in July,  <u>Output Compliance:</u> Email communication regarding Network Tariff changes.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Change Energy used reasonable endeavours to arrange for final bills in accordance with customer's requests.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13. 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Compliance with this requirement is detailed in the BMS (Refer section 8.1 and 8.5)  <ul style="list-style-type: none"> <li>There were no customer complaints raised during the audit period.</li> </ul> <u>Outcome Compliance:</u> Final bills were issued as required.  <u>Output Compliance:</u> Estimated data was highlighted in the meter data process and resolved prior to the preparation of bills.  <u>Integrity of Reporting:</u> Type NR no required to be reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				

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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed during the audit period there were no customers who had an account in credit at the time of closure.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> All final bills were handled in accordance with the Billing procedures</p> <ul style="list-style-type: none"> <li>▪ The Billing Policy referred to the 12-business day rule for refund.</li> <li>▪ Bills were not prepaid for the period of supply and such were not in credit.</li> </ul> <p><b>Outcome Compliance:</b> Final bills confirmed the process.</p> <p><b>Output Compliance:</b> Billing Administrator supported the</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	
<b>2021 RECOMMENDATION - NIL</b>			
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 instructions to transfer the remaining amount in accordance with subclause 4.14(2).		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed during the audit period there were no customers who had an account in credit and owed a debt to Change Energy at the time of closure.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> All final bills were handled in accordance with the Billing procedures</p> <ul style="list-style-type: none"> <li>▪ The BMS referred to the 12-business day rule for refund (refer section 8.5)</li> <li>▪ Estimated data would be reconciled prior to the issue of the final bill.</li> </ul> <p><b>Outcome Compliance:</b> Final bills confirmed the process.</p> <p><b>Output Compliance:</b> Billing Administrator supported the</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	

	<b>4</b>	<b>N/P</b>	<b>N/R</b>	<b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
<b>2021 RECOMMENDATION - NIL</b>				
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"> <li>that portion of the bill under review that the customer and a retailer agree is not in dispute; or</li> <li>an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute) and</li> <li>any future bills that are properly due.</li> </ul>			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed, that during the audit period, when requested Change Energy reviewed the customer's bill.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Bill review were handled in accordance with the BMS (Section 8.2 Bill Review)</p> <ul style="list-style-type: none"> <li>Communication with customers and WP as required.</li> <li>Email records demonstrated efficient response times where customer contact was initiated.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills and adjustments, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Sample bills reviewed. Communications with Western Power. Confirmed bill reviews by Business Analyst.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed, following bill review, Change Energy's billing control procedures included a reference to the availability of meter testing and the informed the customer about Change Energy's complaints handling process and any external complaints handling processes.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p>

	<p>complaints handling processes and details of any applicable external complaints handling processes.</p>	<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS specifically referred to the requirement to advise the customer may request a meter test and the existence of the complaints handling processes (Refer section 8.2)</p> <ul style="list-style-type: none"> <li>▪ Email records demonstrated efficient response times where customer contact was initiated.</li> <li>▪ Customer bill reviews requested related to SUC and complaints were not raised as satisfied with bill review outcome and information provided.</li> </ul> <p><u>Outcome Compliance:</u> Customer bills, email communications demonstrated assurance.</p> <p><u>Output Compliance:</u> Sample bills reviewed. Communications with Western Power.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>	
	<p><b>PRIORITY</b></p> <p><b>4</b></p>	<p><b>CONTROLS RATING</b></p> <p><b>N/P</b></p>	<p><b>COMPLIANCE RATING</b></p> <p><b>1</b></p>
<p><b>2021 RECOMMENDATION – NIL</b></p>			
<p>173 Type [2]</p>	<p>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.</p>	<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, bill reviews were handled in accordance with the BMS. There were no bill reviews undertaken where the customers bill was found to be incorrect in relation to small use customers.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS specifically referred to the requirement for overcharging and undercharging of customers (Refer section 8.2)</p> <ul style="list-style-type: none"> <li>▪ Email records demonstrated efficient response times where customer contact was initiated.</li> <li>▪ Customer bill reviews requested related to SUC and complaints were not raised as satisfied with bill review outcome and information provided.</li> </ul>	



				<ul style="list-style-type: none"> <li>Evidence of incorrect bills was noted in related to LUC and as such the Licensee was required to implement procedures in relation to undercharging customer accounts.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Sample bills reviewed. Communications with Western Power.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> Change Energy informed the customers of the outcome of the review of a bill as soon as practicable.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS specifically referred to the requirement for informing the customer of the outcome of the bill review (Refer section 8.2)</p> <ul style="list-style-type: none"> <li>Email records demonstrated efficient response times where customer contact was initiated, follow up with Western Power and the customer to ensure a timely resolution was noted.</li> <li>Customer bill reviews requested related to SUC and complaints were not raised as satisfied with bill review outcome and information provided.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
175 Type	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			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, bill reviews were resolved within 20 days. As such no customers were informed of a bill review result in excess of the 20 business days from date of receipt of the request for the review.</p>

[2]	must provide the customer with notification of the status of the review as soon as practicable.	<p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS specifically referred to the requirement for informing the customer of the outcome of the bill review within 20 days and the need to inform customer of bill review status (Refer section 8.2)</p> <ul style="list-style-type: none"> <li>▪ Email records demonstrated efficient response times where customer contact was initiated, follow up with Western Power and the customer to ensure a timely resolution was noted.</li> <li>▪ Customer bill reviews requested related to SUC and complaints were not raised as satisfied with bill review outcome and information provided.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance with completion of bill reviews in less than 20 business days.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>	
<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>			
176 Type [2]	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. <sup>9</sup> <sup>9</sup> Manner specified in subclause 4.17(2).	<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period there were no instances noted where the Licensee was required to recover an amount undercharged as a result of an error, defect or default.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>	

	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Process Compliance:</b> The BMS contained procedures for adjusting bills as a result of an undercharge (Refer section 8.1)</p> <ul style="list-style-type: none"> <li>▪ Meter investigations undertaken did not indicate faulty meters.</li> <li>▪ SUC examples were not identified.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
<b>2021 RECOMMENDATION - NIL</b>				
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"> <li>• use its best endeavours to inform the customer within 10 business days of the retailer becoming aware of the error, defect, or default; and</li> <li>• subject to subclauses 4.18(6) and 4.18(7), ask the customer for instructions for the credit or repayment of the amount.</li> </ul>			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, there were no instances where a customer (including 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><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS contained procedures for adjusting bills as a result of an overcharge and referenced the 10 business day rule (Refer section 8.2)</p> <ul style="list-style-type: none"> <li>▪ Meter investigations undertaken did not indicate faulty meters.</li> <li>▪ SUC examples were not identified.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Process Compliance:</b> The BMS contained procedures for adjusting bills as a result of an undercharge (Refer section 8.1)</p> <ul style="list-style-type: none"> <li>▪ Meter investigations undertaken did not indicate faulty meters.</li> <li>▪ SUC examples were not identified.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
<b>2021 RECOMMENDATION - NIL</b>				

178 Type [2]	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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, bill reviews were handled as detailed in the BMS and no instance of overcharge was identified. Compliance with the 12 business days timeframe was not able to be tested as overcharge did not eventuate.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS contained procedures for adjusting bills as a result of an overcharge and referenced the 10 business day rule (Refer section 8.2)</p> <ul style="list-style-type: none"> <li>▪ Meter investigations undertaken did not indicate faulty meters.</li> <li>▪ SUC examples were not identified.</li> </ul> <p><u>Outcome Compliance:</u> Customer bills, email communications demonstrated assurance.</p> <p><u>Output Compliance:</u> Communications with Western Power and customers and meter test reports</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> The Billing Administrator confirmed that during the audit period, there were no instances where a customer (including a customer who has vacated the supply address) was overcharged and Change Energy did not receive instructions under subclause (2) within 5 business days of making the request.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS contained procedures for repayment of an overcharged bills. Reference to the receipt of instructions for repayment within 5 business day of Change Energy</p>

				making the request were not included in the BMS (Refer section 8.2 – Overcharging Small Use Customers) <ul style="list-style-type: none"> <li>SUC examples were not identified.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, there were no instances where a customer was overcharged. Verification of overcharge amount being less than \$100 and dealt with in accordance with subclause 4.18(6) was not assessed.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS contained procedures for repayment of an overcharged bills. Reference to the handling of the overcharged amount less than \$100 were not included in the BMS (Refer section 8.2 – Overcharging Small Use Customers)</p> <ul style="list-style-type: none"> <li>SUC examples were not identified.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
181 Type	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			<p><b>COMPLIANCE FINDING:</b> The Analyst confirmed that during the audit period, bill reviews were handled in accordance with the BMS. No examples of overcharge used to set off debt were identified.</p>

[NR]	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><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS contained procedures for repayment of an overcharged bills. Reference to the handling of the overcharged amounts through debt set off where the customer was overcharged and owed a debt to Change Energy was not referenced in the BMS (Refer section 8.2 – Overcharging Small Use Customers)</p> <ul style="list-style-type: none"> <li>▪ SUC examples were not identified.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>		
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, no bill adjustments were required in relation to SUC.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS did not specifically detail procedures for bill adjustments which did not arise due to any act or omission of a customer, the retailer. The requirements of subclause (1) (a-c) were also not included.</p> <ul style="list-style-type: none"> <li>▪ No examples of SUC were identified.</li> <li>▪ Change Energy did not supply to residential customers.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>		
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	

	4	N/P	N/R	
	<b>2021 RECOMMENDATION - NIL</b>			
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"> <li>• use its best endeavours to inform the customer within 10 business days; and</li> <li>• subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount.</li> </ul>		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, bill adjustments were handled in accordance with the BMS. No bill reviews were related to SUC. No instances occurred where meter read examples resulted in adjustments for SUC being required.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS did not specifically detail procedures for bill adjustments. The requirements of subclause (2) (a-c) were also not included.                     <ul style="list-style-type: none"> <li>▪ No examples of SUC were identified.</li> </ul> <b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports.</p>	
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	4	N/P	1	
	<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, bill adjustments were not required and as such no payments required. There was no requirement for compliance with 12 business days.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>	

				<p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS did not specifically detail procedures for bill adjustments. The requirements of subclause (3) were also not included.</p> <ul style="list-style-type: none"> <li>No examples of SUC were identified.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, bill adjustments were not required and as such no payments required. There was no requirement for compliance with 5 business days.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS did not specifically detail procedures for bill adjustments. The requirements of subclause (4) were also not included.</p> <ul style="list-style-type: none"> <li>No examples of SUC were identified.</li> </ul> <p><b>Outcome Compliance:</b> Customer bills, email communications demonstrated assurance.</p> <p><b>Output Compliance:</b> Communications with Western Power and customers and meter test reports</p> <p><b>Integrity of Reporting:</b> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
186	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			



Type [NR]	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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, bill adjustments were not required and as such no payments required As no payments required, there was no requirement for compliance.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 10-13, 17, 19, 32-35, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS did not specifically detail procedures for bill adjustments. The requirements of subclause (7) were also not included.                 <ul style="list-style-type: none"> <li>▪ No examples of SUC were identified.</li> </ul> <u>Outcome Compliance:</u> Customer bills, email communications demonstrated assurance.  <u>Output Compliance:</u> Communications with Western Power and customers and meter test reports  <u>Integrity of Reporting:</u> Type NR no required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
<b>PAYMENT</b>			
187 <sup>A</sup> 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><b>COMPLIANCE FINDING:</b> Change Energy confirmed, during the audit period, the billing system and billing control procedures specified the due date on a bill was, as otherwise agreed with customer, 14 calendar days from date of invoice.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Billing System, 10-13, 17, 19, 27, 30, 32-35, 41, 44-45 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> When entering an ESA, a SUC agreed to the Commercial Terms which specified Payment Terms of bills for small use were 14 Calendar Days from date of invoice</p>

			<ul style="list-style-type: none"> <li>The NSC detailed that the due date was specified in bill (Clause 6.3).</li> <li>Bills reviewed complied with payment terms.</li> <li>Billing Process was undertaken to account for the potential impact of public holidays on compliance with the requirement.</li> </ul> <p><b>Outcome Compliance:</b> SUC Bills reviewed confirmed the compliance with the Payment Terms as specified in the Commercial Terms.</p> <p><b>Output Compliance:</b> Sample bills reviewed. Billing Procedure (Debtors Process) and billing system assured compliance with the obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p> <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
188 <sup>A</sup> 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.		<p><b>COMPLIANCE FINDING:</b> The Code of Conduct clause 5.2 provides for the option for Change Energy to contractually agree otherwise to payment methods. The Licensee’s Commercial Terms specified “Approved Payment Methods”. However, in the “How To Pay” section of the bills payment options were not as specified in the Commercial Terms, for example the option of BPAY as a payment method was not included on customer bills.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, CE Website, 10-13, 16, 17, 19, 27, 30, 31, 32-35, 41, 44-45, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Billing system, bill templates and billing control procedures were developed and implemented throughout the audit period.</p> <ul style="list-style-type: none"> <li>The NSC referenced payment options available to customer were specified in the Commercial Terms (Clause 6.3)</li> </ul>

			<ul style="list-style-type: none"> <li>▪ The Commercial Terms referenced “Approved Payment Methods” as EFT/BPAY/Direct Debit/Credit Card</li> <li>▪ It was noted that some of the “Approved Payment Methods” referenced, were made available by the Licensee (if the Licensee requested) but not specifically listed on the bills. For example, payment of bill via credit card (CC) was not clearly specified as an option but was mentioned (i.e., When paying via EFT or credit card, please begin your transaction reference with your account number, “E1000XXX”, so we can identify your funds.”</li> <li>▪ A Welcome Letter given to new customers provided a guide which was designed to help customers understand their electricity invoices. It was understood, customers who made payments via credit card were noted to have contacted the Licensee directly to arrange</li> <li>▪ The Annual Performance reports indicated that there were 2-5 customers on an instalment plan at any one time during the audit period.</li> <li>▪ The BMS did not specifically referenced the requirement (Note doc ref 1 specified BMS section 8.1 but could not be verified.)</li> <li>▪ No control processes relating to internal monitoring or audits of retail licence obligations were established.</li> <li>▪ As defined in the Terms &amp; Conditions, CE Website included the Change Energy Fees and Charges (<a href="https://changeenergy.com.au/wp-content/uploads/2019/10/Change-Energy-Fees-and-Charges.pdf">https://changeenergy.com.au/wp-content/uploads/2019/10/Change-Energy-Fees-and-Charges.pdf</a>). (Clause 4.4)</li> </ul> <p><b>Outcome Compliance:</b> SUC Customer Bills sampled met most of the requirements.</p> <p><b>Output Compliance:</b> The SUC customer bills provided a means to assess the level of assurance with the requirements. No customer complaints were made in relation to bill payment options.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation not accurately reported in the compliance reports for the 2019-2021 reporting years</p> <ul style="list-style-type: none"> <li>▪ Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>B</b>	<b>2</b>
	<b>2021 RECOMMENDATION</b> – Refer recommendation 05/2021		
189	Code Of Conduct, Clause 5.3 - Prior to commencing a direct debit facility, a retailer must obtain a customer’s verifiable consent and		<b>COMPLIANCE FINDING:</b> For the duration of the audit period on the instances where Change Energy had established a direct debit facility with the customer it was noted that:

Type [2]	agree with the customer the date of commencement of the facility and the frequency of the direct debits.		<p>a) the customer’s verifiable consent was obtained;                  b) agreements with the customer for the date of commencement of the facility were made; and                  c) the frequency of the direct debits was determined.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, CE Website, 10-13, 16, 17, 27, 30, 31, 32-35, 89-91, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS specifically referenced the direct debit option (Refer Section 8.3) The customer bills specified direct debit facilities could be set up for customers upon contacting CE.</p> <ul style="list-style-type: none"> <li>▪ It was noted there were no customer complaints in relation direct debits during the audit period.</li> </ul> <p><b>Outcome Compliance:</b> Direct debit verifiable consent was obtained and met all the requirements of Code of Conduct Clause 5.3.</p> <p><b>Output Compliance:</b> Copies of direct debit authority forms provided assurance with the obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
190 <sup>A</sup> Type [2]	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><b>COMPLIANCE FINDING:</b> The Code of Conduct clause 5.4 provides for the option for Change Energy to contractually agree otherwise to accepting payments in advance. The Business Analyst confirmed the during the audit period Change Energy accepted requests for payments in advance as specified in the Terms &amp; Conditions (NSC)</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, CE Website, 10-13, 16, 17, 27, 30, 31, 32-35, 89-91, 105-111</p>

				<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS specifically referenced the advance payment as an option (Refer Section 8.3)  <u>Outcome Compliance:</u> SUC ESA detailed advance payment options (Clause 6.3 – Paying Your Bill)  <u>Output Compliance:</u> Change Energy Billing System, customer email communications, bills, notes on the Customer List/CE Customer Portal and billing reconciliations provided assurance with the obligation.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p> <ul style="list-style-type: none"> <li>▪ Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
197 <sup>A</sup> Type [2]	Code Of Conduct, Clause 5.7(1) - A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 5.7(1).			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that in the instances where a customer vacated the supply address during the audit period, the ESA (Terms &amp; Conditions (NSC)) specified the requirements to ensure the customer did not pay for supply after the provision of notice.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 27, 30, 31, 41, 85-91, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Licensee's Terms &amp; Conditions (NSC) the customer is liable for supply until they notify the licensee of the change to requirements, with consideration for the obligations of Code of Conduct Clause 5.7 (Clauses 11.5 and 18.1) (Refer also Obligation 100).</p>

			<ul style="list-style-type: none"> <li>Business Analyst monitored customer usage for patterns of electricity usage. Anomalous results were investigated.</li> <li>There were no complaints made to the Licensee in relation to supply of electricity in the event of change in customer.</li> <li>The Licensee’s control procedures refereed the customers ESA (i.e., non-standard contract).</li> </ul> <p><b>Outcome Compliance:</b> Instances where the customer moved out and a new customer moved in were managed in accordance with the contractual obligations of the ESA</p> <p><b>Output Compliance:</b> The CE Customer List (and more recently the CE Customer Portal) confirmed all Terms &amp; Conditions (NSC) were fixed term contracts. Email communication with the customer.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p> <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
198 <sup>A</sup> 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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that there were no customers who vacated a supply address due to eviction or were otherwise required to vacate during the audit period.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 27, 30, 31, 41, 85-91, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS did not specifically reference eviction but vacation of a supply address was detailed to be managed in accordance with the contractual obligations of the ESA (Section 8.5)</p>

			<ul style="list-style-type: none"> <li>The Terms &amp; Conditions (NSC) of the ESA detailed requirements in relation to vacating a supply address or eviction. (Clauses 11.5 and 18.1)</li> </ul> <p><b>Outcome Compliance:</b> No requirements to pay after eviction or vacating where notices was provided in accordance with the ESA. Customer communication was maintained.</p> <p><b>Output Compliance:</b> Customer communication. Signed ESA's provided assurances with this requirement.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance report</p> <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
199 <sup>A</sup> 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).		<p><b>COMPLIANCE FINDING:</b> 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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 27, 30, 31, 41, 85-91, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Terms &amp; Conditions (NSC) of the ESA detailed the requirements. (Clause 11.2)</p> <p><b>Outcome Compliance:</b> No previous customer to pay for electricity consumed at the supply address.</p> <p><b>Output Compliance:</b> Customer bills, Customer Communication, signed ESAs, Web Portal consumption data provided assurance with the ESA requirements.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p> <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			

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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst 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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 27, 30, 31, 41, 85-91, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Terms &amp; Conditions (NSC) of the ESA detailed the requirements. (Clause 11.5)  <u>Outcome Compliance:</u> No previous customer to pay for electricity consumed at the supply address.  <u>Output Compliance:</u> Customer bills, Customer Communication, signed ESAs, Web Portal consumption data provided assurance with the ESA requirements.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, there were no requests to transfer debt to another customer.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 27, 30, 31, 41, 85-91, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS did not reference the requirement.</p>



			<ul style="list-style-type: none"> <li>The Licensee did not receive any requests.</li> </ul> <p><b>Outcome Compliance:</b> No alternate customer paid for electricity consumed at the supply address.</p> <p><b>Output Compliance:</b> Customer bills. Customer communication.</p> <p><b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
<b>PAYMENT DIFFICULTIES &amp; FINANCIAL HARDSHIP</b>			
OBLIGATIONS 202-227 NOT APPLICABLE TO ERL25 - Licensee does not have residential customers			
228 Type [2]	Code of Conduct, Clause 6.11 - A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Change Energy considered all reasonable requests for alternative payment arrangements, including extended payment terms and direct debit arrangements. The Licensee did not have any residential customers.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, Web Portal, 10-13, 27, 30, 31, 41, 85-91, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Terms &amp; Conditions (NSC) of the ESA detailed the requirements. (Clause 11.5)</p> <ul style="list-style-type: none"> <li>The CEO confirmed the Licensee communicated with customers to check if they were encountering difficulties with the payment of bills during COVID.</li> </ul> <p><b>Outcome Compliance:</b> There were no disconnections in relation to non payment of bills.</p>

	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	<p><b>Output Compliance:</b> Records of communication with customers in relation to late payment. Debtors lists provided assurance with this obligation. Records maintained in the CE Customer Portal/Customer List.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
<b>2021 RECOMMENDATION - NIL</b>				
<b>DISCONNECTION &amp; INTERRUPTION</b>				
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).			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Change Energy did not disconnect any customers for failure to pay a bill.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 5, 10-13, 19, 31, 41, 46</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Customer Billing and Collections Process detailed the requirement as referenced in the BMS</p> <ul style="list-style-type: none"> <li>▪ Reminder notices were sent in accordance with requirements.</li> <li>▪ Reminder notices were manually generated.</li> <li>▪ The Business Analyst was aware of the obligations.</li> <li>▪ De-energisation undertaken on 14 occasions during the audit period and were referenced in the web portal and sampled during the site audit.</li> </ul> <p><b>Outcome Compliance:</b> A sample review of de-energisation from the web portal.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	<p><b>Output Compliance:</b> Email communications with customer. Customer bills. Web Portal service orders.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
<b>2021 RECOMMENDATION - NIL</b>				

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).		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Change Energy did not disconnect any customers for failure to pay a bill</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Website, CE Customer Portal, 2-5, 10-13, 19, 31, 41, 46</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Customer Billing and Collections Process detailed the requirement as referenced in the BMS</p> <ul style="list-style-type: none"> <li>▪ Reminder notices were sent in accordance with requirements.</li> <li>▪ Reminder notices were manually generated.</li> <li>▪ The Business Analyst was aware of the obligations.</li> <li>▪ The Annual Performance reports indicated that there were 2-5 customers on an instalment plan at any one time during the audit period</li> <li>▪ De-energisation undertaken were referenced in the web portal and sampled during the site audit.</li> </ul> <p><b>Outcome Compliance:</b> A sample review of reminder notices confirmed compliance during the site audit.</p> <p><b>Output Compliance:</b> Email communications with customer. Customer bills.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>	
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>		<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>		<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>				
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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Change Energy did not arrange disconnection a customer's supply address for denying access to the meter</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Website, CE Customer Portal, 2-5, 10-13, 19, 31, 41, 46</p>	

		<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Customer Billing and Collections Process detailed the requirement.                 <ul style="list-style-type: none"> <li>▪ Disconnection notices were not issued in relation to the customer for denying access to the meter</li> <li>▪ De-energisation undertaken were referenced in the web portal and sampled during the site audit.</li> </ul> </p> <p><u>Outcome Compliance:</u> No disconnections occurred.</p> <p><u>Output Compliance:</u> Reminder, notices, bills, email communication.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>	
	<p><b>PRIORITY</b></p> <p style="text-align: center;"><b>4</b></p>	<p><b>CONTROLS RATING</b></p> <p style="text-align: center;"><b>N/P</b></p>	<p><b>COMPLIANCE RATING</b></p> <p style="text-align: center;"><b>1</b></p>
	<p><b>2021 RECOMMENDATION - NIL</b></p>		
234 Type [1]	<p>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.</p>		<p><b>COMPLIANCE FINDING:</b> The Analyst confirmed for the duration of the audit period Change Energy complied with the general limitations on disconnections specified subclause 7.6(3). Change Energy arranged for disconnection where the customer requested disconnection and no disconnection was carried out for emergency reasons by the Licensee.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Website, CE Customer Portal, 2-5, 10-13, 19, 31, 41, 46</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The Customer Billing and Collections Process detailed the requirement.                 <ul style="list-style-type: none"> <li>▪ Sample of disconnection notices were reviewed and reminder notices.</li> <li>▪ De-energisation undertaken were referenced in the web portal and sampled during the site audit</li> <li>▪ No customer complaints were received, and the complaints register did not reflect any.</li> </ul> </p>

				<p><b>Outcome Compliance:</b> No disconnections occurred.</p> <p><b>Output Compliance:</b> Reminder, notices, bills, email communication.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>2</b>	<b>CONTROLS RATING</b> <b>A</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
<b>2021 RECOMMENDATION – NIL</b>				
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).			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period there were no small use customers who provided Change Energy with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 19, 27, 30, 105-111, 31</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Customer List reflected, and the CE Portal allows for monitoring of customer's supply address requires life support equipment.</p> <ul style="list-style-type: none"> <li>▪ Signed Commercial Terms required customer to initial to confirm no requirement for life support at the premise.</li> <li>▪ The BMS specified requirements in relation to life support (Refer Section 8.4)</li> <li>▪ The NSC specified the instances where Change Energy could disconnect a customer to due to life support requirements. (Clause 12.7)</li> <li>▪ Requirement to register Life Support was detailed but not required during the audit period.</li> </ul> <p><b>Outcome Compliance:</b> No SUC on life support</p> <p><b>Output Compliance:</b> Signed Commercial Terms, Customer List/CE Customer Portal, Email communication with Customer, Western Power. Provided assurance with the requirements.</p> <p><b>Integrity of Reporting:</b> Type 1 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>2</b>	<b>CONTROLS RATING</b> <b>A</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	

<b>2021 RECOMMENDATION - NIL</b>				
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:		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period there were no small use customers who required registration as life support equipment at the supply address.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 19, 27, 30, 105-111, 31</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Customer List reflected, and the CE Portal allows for monitoring of customer's supply address requires life support equipment.</p> <ul style="list-style-type: none"> <li>▪ Signed Commercial Terms required customer to initial to confirm no requirement for life support at the premise.</li> <li>▪ The BMS specified requirements in relation to life support (Refer Section 8.4)</li> <li>▪ The NSC specified the instances where Change Energy could disconnect a customer to due to life support requirements. (Clause 12.7)</li> <li>▪ Requirement to register Life Support was detailed but not required during the audit period.</li> </ul> <p><b>Outcome Compliance:</b> No SUC on life support</p> <p><b>Output Compliance:</b> Signed Commercial Terms, Customer List/CE Customer Portal, Email communication with Customer, Western Power. Provided assurance with the requirements.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports (as no life support customers.)</p>	
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>		<b>COMPLIANCE RATING</b>
	<b>2</b>	<b>A</b>		<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>				
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).		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period there were no small use customers who required registration as life support equipment at the supply address. As such no requirement to review the need for life support to be registered occurred.</p>	

			<p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 19, 27, 30, 105-111, 31</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Customer List reflected, and the CE Portal allows for monitoring of customer's supply address requires life support equipment.</p> <ul style="list-style-type: none"> <li>▪ Signed Commercial Terms required customer to initial to confirm no requirement for life support at the premise.</li> <li>▪ The BMS specified requirements in relation to life support (Refer Section 2.5.2)</li> <li>▪ The NSC specified the instances where Change Energy could disconnect a customer to due to life support requirements. (Clause 12.7)</li> <li>▪ Requirement review the need to register Life Support was detailed but not required during the audit period.</li> </ul> <p><b>Outcome Compliance:</b> No SUC on life support</p> <p><b>Output Compliance:</b> Signed Commercial Terms, Customer List/CE Customer Portal, Email communication with Customer, Western Power. Provided assurance with the requirements.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
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).		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period there were no small use customers who required registration as life support equipment at the supply address. As such no requirement to removed the need for life support from the register occurred.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 19, 27, 30, 105-111, 31</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>

			<p><b>Process Compliance:</b> The Customer List reflected, and the CE Portal allows for monitoring of customer's supply address requires life support equipment.</p> <ul style="list-style-type: none"> <li>Signed Commercial Terms required customer to initial to confirm no requirement for life support at the premise.</li> <li>The BMS specified requirements in relation to life support (Refer Section 2.5.2)</li> <li>The NSC specified the instances where Change Energy could disconnect a customer to due to life support requirements. (Clause 12.7)</li> <li>Requirement review the need to register Life Support was detailed but not required during the audit period.</li> </ul> <p><b>Outcome Compliance:</b> No SUC on life support</p> <p><b>Output Compliance:</b> Signed Commercial Terms, Customer List/CE Customer Portal, Email communication with Customer, Western Power. Provided assurance with the requirements.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
<b>RECONNECTION</b>			
242 <sup>A</sup> 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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period Change Energy did not re-connect any SUC supply addresses after being disconnected for the specified reasons. Change Energy arranged for reconnection of the customers supply address when requested by the customer.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 19, 27, 30, 31, 46, 105-111</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Customer Billing and Collections Process detailed the requirement.</p> <ul style="list-style-type: none"> <li>Re-energisations of SUC occurred once during the audit period.</li> </ul>



				<p><b>Outcome Compliance:</b> Review of re-energisation requests in the Web Portal confirmed all requests were submitted as per the ESA.</p> <p><b>Output Compliance:</b> Email communications with customer. Customer bills</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p> <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
243 <sup>A</sup> Type [2]	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).			<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed re-connections were arranged by Change Energy as agreed in the Commercial Terms of the ESA.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, CE Customer Portal, 19, 27, 30, 105-111, 31</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Customer Billing and Collections Process detailed the requirement.</p> <ul style="list-style-type: none"> <li>Re-energisations of SUC occurred once during the audit period.</li> </ul> <p><b>Outcome Compliance:</b> Review of re-energisation requests in the Web Portal confirmed all requests were submitted as per the ESA.</p> <p><b>Output Compliance:</b> Email communications with customer. Customer bills</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p> <ul style="list-style-type: none"> <li>Noted permitted variation from the Code of Conduct (Clause 1.10, Part 6 – Not Applicable).</li> </ul>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
<b>PRE-PAYMENT METERS</b>				
245-271 NOT APPLICABLE TO ERL25 – no pre-payment meters are used. All obligations applicable to Retail Licences from 245-271 are excluded from the audit scope.				
<b>INFORMATION &amp; COMMUNICATION</b>				

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.		<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that customers were advised of any tariff variations no later than the next bill as detailed in billing procedures and samples of emails with Western Power Tariff Changes were provided.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 17, 19, 27, 30, 31, 32-35, 61-69</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS referenced the requirement (Refer Section 7.1)</p> <ul style="list-style-type: none"> <li>▪ Email communication with customer in relation to tariff, fees and charges (routinely July with changes to Western Power network tariffs)</li> <li>▪ The ESA contract detailed calculations CPI charges, however, application of increase was not verified,</li> <li>▪ SUC bills showed CPI tariff increases (where applicable during the audit period)</li> </ul> <p><b>Outcome Compliance:</b> No requests were made during the audit period. The ESA referenced the possible provision of information.(Clause 7.4(b) &amp; (g))</p> <p><b>Output Compliance:</b> Customer emails would verify the communication if requested. Tariff increase information sheets prepared.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
273 Type [2]	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><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that Change Energy received no requests to provide information on its tariffs, fees and charges. It was confirmed by Change Energy that they provided the information to SUC on bills (refer 272), would not charge for the requests and they did not offer alternative tariffs. This was noted to be consistent with the ESA</p>

		<p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 17, 19, 27, 30, 31, 32-35, 61-69</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS referenced the requirement (Refer Section 7.1)</p> <ul style="list-style-type: none"> <li>▪ Email communication with customer in relation to tariff, fees and charges (routinely July with changes to Western Power network tariffs)</li> <li>▪ The ESA contract detailed calculations CPI charges, however, application of increase was not verified (clause 4.5)</li> <li>▪ SUC bills showed CPI tariff increases (where applicable during the audit period)</li> </ul> <p><b>Outcome Compliance:</b> No requests were made during the audit period. The ESA referenced the possible provision of information.(Clause 4.4, 7.4(b) &amp; (g))</p> <p><b>Output Compliance:</b> Customer emails would verify the communication if requested. Tariff increase information sheets prepared. CE Customer Portal.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>	
	<p><b>PRIORITY</b></p> <p><b>4</b></p>	<p><b>CONTROLS RATING</b></p> <p><b>N/P</b></p>	<p><b>COMPLIANCE RATING</b></p> <p><b>N/R</b></p>
<p><b>2021 RECOMMENDATION - NIL</b></p>			
<p>274 Type [2]</p>	<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><b>COMPLIANCE FINDING:</b> During the audit period the Analyst confirmed, Business Change Energy provided information in writing upon request. Compliance with the 8 business was noted. The Licensee’s general policy was to communicate this information via email.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 17, 19, 27, 30, 31, 32-35, 61-69</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>

			<p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS referenced the requirement (Refer Section 7.1)</p> <ul style="list-style-type: none"> <li>▪ Email communication with customer in relation to tariff, fees and charges (routinely July with changes to Western Power network tariffs)</li> <li>▪ The ESA contract detailed calculations CPI charges, however, application of increase was not verified (clause 4.5)</li> <li>▪ SUC bills showed CPI tariff increases (where applicable during the audit period)</li> </ul> <p><u>Outcome Compliance:</u> No requests were made during the audit period; however, Licensee had established systems to record compliance with 8 business day rule (i.e. CE Customer Portal, email communication.)</p> <ul style="list-style-type: none"> <li>▪ The ESA referenced the possible provision of information. (Clause 4.4, 7.4(b) &amp; (g))</li> </ul> <p><u>Output Compliance:</u> Customer emails would verify the communication if requested. Tariff increase information sheets prepared. CE Customer Portal.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> 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 nor did they include the amount of the payment and the eligibility criteria for the payment. Change Energy received a non-compliance with this obligation in the 2018 Audit Report and the effectiveness of the corrective action in regards to including the requirement in the Corporate Calendar was verified.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Corporate Outlook Calendar, CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 20-23, 31, 56-60, 119</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>

				<p><b>Process Compliance:</b> The Terms &amp; Conditions (NSC) of the ESA referenced the requirement (Clause 7.4(e))</p> <ul style="list-style-type: none"> <li>The Corporate Calendar referenced the requirement and provided a reminder for information to be distributed with the July invoices annually.</li> </ul> <p><b>Outcome Compliance:</b> Requirement to send Service Standard information was monitored by the management team through the Corporate Calendar and was verified for the duration of the audit period (i. July 2019-2021).</p> <p><b>Output Compliance:</b> Annual email sent to SUC with their July invoice and with the Service Standards Information attached was (e.g., 56-60).</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION – NIL</b>				
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><b>COMPLIANCE FINDING:</b> During the audit period the Analyst confirmed, Change 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><b>DOCUMENTS/SYSTEMS:</b> Corporate Outlook Calendar, CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 20-23, 31, 56-60, 119</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS referenced the requirement (Refer Section 7.1)</p> <ul style="list-style-type: none"> <li>Change Energy Website did not include general information on cost effective and efficient ways to utilise electricity, and the typical running costs of major domestic appliances.</li> <li>Change Energy Contracts List/CE Customer Portal could record occurrence.</li> </ul> <p><b>Outcome Compliance:</b> No requests were made during the audit period. The ESA referenced the possible provision of information.(Clause 7.4 (f))</p> <p><b>Output Compliance:</b> Customer emails would verify the communication if requested.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	

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.		<p><b>COMPLIANCE FINDING:</b> During the audit period the Business Analyst confirmed, Change 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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Corporate Outlook Calendar, CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 20-23, 31, 56-60, 119</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS referenced the requirement (Refer Section 7.1)</p> <ul style="list-style-type: none"> <li>▪ Change Energy Website referenced information relating to the distribution of electricity.</li> <li>▪ Change Energy Contracts List/CE Customer Portal could record occurrence.</li> </ul> <p><b>Outcome Compliance:</b> No requests were made during the audit period. The ESA referenced the possible provision of information.(Clause 7.4(h))</p> <p><b>Output Compliance:</b> Customer emails would verify the communication if requested.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
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.		<p><b>COMPLIANCE FINDING:</b> A sampled review of the documentation provided by the Licensee during the audit period confirmed, Change Energy’s processes provided for written information to be expressed in clear, simple, concise language and in a format that was easy to understand.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 27, 30, 32-35, 44-45, 59-60</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>

				<p><b>Process Compliance:</b> Examples of documentation reviewed included NSC, bills, information sheets, emails, communication of tariff changes, website information, Welcome Letter to New Customers etc. Specific document references are detailed for each obligation and referenced in Appendix 2</p> <p><b>Outcome Compliance:</b> Written communication was provided to the customers. No customer complaints were recorded.</p> <p><b>Output Compliance:</b> Complaints register and process would record customer concerns, email communication provided assurance to the process.</p> <p><b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> During the audit period the Business Analyst confirmed, Change Energy did not receive any requests on how to obtain a copy of the Code of Conduct.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Change Energy Website, 10-13, 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> A copy of the Code of Conduct 2018 was available on the Change Energy website.</p> <ul style="list-style-type: none"> <li>▪ Terms and Conditions (NSC) specified Change Energy the information available to the customer (Clause 22(b))</li> <li>▪ The BMS referenced the requirement.</li> </ul> <p><b>Outcome Compliance:</b> No requests were made to the Licensee for copies of the Code of Conduct.</p> <p><b>Output Compliance:</b> CE Website, internal control procedures and the NSC provided assurance compliance with this obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	

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.		<p><b>COMPLIANCE FINDING:</b> A review of Change Energy website verified the Code of Conduct was available on their websites, at no charge.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Change Energy Website, 10-13, 27, 30</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> A copy of the Code of Conduct 2018 was available on the Change Energy website.</p> <ul style="list-style-type: none"> <li>▪ Terms and Conditions (NSC) specified Change Energy the information available to the customer (Clause 22(b))</li> <li>▪ The BMS referenced the requirement.</li> </ul> <p><b>Outcome Compliance:</b> No requests were made to the Licensee for copies of the Code of Conduct.</p> <p><b>Output Compliance:</b> CE Website, internal control procedures and the NSC provided assurance compliance with this obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
RECOMMENDATION – NIL			
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.		<p><b>COMPLIANCE FINDING:</b> During the audit period the Business Analyst confirmed, Change 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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Change Energy Website, 10-13, 27, 30</p>



			<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS referenced the requirement (Refer Section 7.1)  <ul style="list-style-type: none"> <li>Terms and Conditions (NSC) did not specify the requirement.</li> </ul> <u>Outcome Compliance:</u> No specific requests about meter types were made, however, discussions relating to meter upgrades were included in the Customer Quotation Process and CTR  <u>Output Compliance:</u> Customer quotations, email communications and meter upgrade requirement as specified by Western Power in CTR process in the Web Portal.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
<b>COMPLAINTS &amp; DISPUTE RESOLUTION</b>			
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.		<p><b>COMPLIANCE FINDING:</b> During the audit period, the Licensee's Terms &amp; Conditions (NSC) detailed their complaints handling procedures followed by Change Energy in responding to a customer complaint. Change Energy's internal process for handling complaints and resolving disputes was developed, maintained and available to be implemented during the audit period.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, 32-35, CE Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The NSC referenced complaints would be managed in accordance with AS/NZS 10002:2014 (Clause 17).  <ul style="list-style-type: none"> <li>The NSC aligned with the requirements of the Code of Conduct Clause 12.1(2)(a) (refer obligation 299)</li> <li>Customer bills referenced the Change Energy process for handling complaints.</li> </ul> </p>

				<ul style="list-style-type: none"> <li>Change Energy website also facilitated Complaints and Feedback.</li> </ul> <p><b>Outcome Compliance:</b> Both versions of the Licensee’s Terms &amp; Conditions (NSC) were confirmed to have complied throughout the audit period.</p> <ul style="list-style-type: none"> <li>No complaints relating to SUC, in accordance with the internal process for handling complaints, were received during the audit period.</li> </ul> <p><b>Output Compliance:</b> Signed ESAs provided assurance with the requirement and CE website <a href="https://changeenergy.com.au/complaints-feedback/">https://changeenergy.com.au/complaints-feedback/</a></p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> Change Energy’s internal process for handling complaints and resolution was detailed in the BMS (Refer Section 9.2) and addressed Clauses 12.1(2)(a-d):</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, 32-35, 39, CE Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The NSC included reference to the complaints handling process (Clause 17)</p> <ul style="list-style-type: none"> <li>Complaints Handling Process referenced:             <ul style="list-style-type: none"> <li>compliance with Australian Standard AS/ISO 10002-2014</li> <li>how to lodge a complaint</li> <li>the right of a customer to escalate the complaint to a more senior person</li> <li>the information provided to the customer</li> <li>response times (also detailed on CE Website)</li> <li>methods of response</li> <li>how Change Energy would handle complaints about itself. (i.e, Energy Ombudsman)</li> <li>it was available at no cost</li> </ul> </li> </ul>

				<p><b>Outcome Compliance:</b> Complaint's procedures were developed and communicated via the bills, the CE Website and the ESA's.</p> <p><b>Output Compliance:</b> Complaints if lodged were to be lodged in writing or via the phone.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reflected the Licensee records and reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION – NIL</b>			
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).			<p><b>COMPLIANCE FINDING:</b> A review of Change Energy's complaint processes and procedures confirmed the customer's right to escalate the complaint to a senior officer for review or to the Energy and Water Ombudsman in accordance with complaints procedure was specified. The Licensee's Website and SUC bills referenced the Energy and Water Ombudsman contact details.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, 32-35, 39, CE Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> While the CE Website and the ESA detailed the requirements as specified in subclause 12.1(3).</p> <ul style="list-style-type: none"> <li>▪ Sample bills reviewed confirmed free call number of Energy and Water Ombudsman</li> </ul> <p><b>Outcome Compliance:</b> There were no complaints or queries received by the Licensee in relation to Change Energy or marketing functions.</p> <p><b>Output Compliance:</b> CE Website, Customer Bills, Signed ESA's provided assurance to the obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
301	Code Of Conduct, Clause 12.1(4) - On receipt of a written complaint by a customer, a retailer or distributor must			<p><b>COMPLIANCE FINDING:</b> The Licensee did receive a written complaint by a customer during the audit period but it was a LUC. It was noted the complaint did not relate to Change Energy's</p>

Type [2]	acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.		<p>functions and the Licensee followed the Complaints Handling Process effectively in advising the customer of the entity to deal with the complaint. Compliance with the dispute resolution criteria was confirmed. i.e 10 days to acknowledge complaint and 20 days to respond</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, 32-35, 39, CE Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Change Energy Website detailed the timeframes for complaint management.  <u>Outcome Compliance:</u> The complaint received which the Licensee referred was handled in accordance with the required timeframes.  <u>Output Compliance:</u> The complaint was not required to be reported in the Performance Reports as it was a LUC.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
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.		<p><b>COMPLIANCE FINDING:</b> The Licensee complied with the Customer Complaint Guidelines – October 2016 approved by the ERA. The obligation to comply with the guideline particularly in reference to the requirement for the Licensee to differentiate customer queries from complaints was evidenced.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, 32-35, 39, CE Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>

				<p><b>Process Compliance:</b> Change Energy Website detailed the timeframes for complaint management.</p> <ul style="list-style-type: none"> <li>The BMS detailed the Complaints Handling Process in detail and was noted to be compliant with the Customer Compliant Guidelines – 2016.</li> </ul> <p><b>Outcome Compliance:</b> The Licensee was aware of the requirements of the Customer Compliant Guidelines – 2016 and had well embedded them in the Licensee complaints handling process. (i.e. scenarios and training included in the BMS)</p> <p><b>Output Compliance:</b> No complaints were noted in relation to SUC.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> The Business Analyst confirmed that during the audit period, Change Energy did not receive any requests from customers relating to information provision that would assist the customer to utilise the respective complaints handling processes.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 27, 30, 32-35, 39, CE Website</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The ESA and the CE Website and the Customer Bills provided significant information of the Licensee Complaints Handling Process.</p> <p><b>Outcome Compliance:</b> The ESAs were provided on entering a contract, the Website was available to everyone, and customer bills were provided.</p> <p><b>Output Compliance:</b> The Licensee had developed and maintained a Complaints and Feedback page on the Website. No complaints were received during the audit period. .</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				

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).		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period, Change Energy received one complaint from LUC customers that obligated them to refer the complaint as it did not relate to its functions.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 10-13, 18, 39, 47-49, 117</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>Process Compliance:</b> Change Energy's Business Management System was noted to be applied to both small and large use customers.</p> <ul style="list-style-type: none"> <li>The Auditor can verify that CE BMS was effective in relation to the management of a customer complaint regarding a LUC. Verified referral of customer to entity that it reasonably considers to be appropriate to deal with the complaint. For example, complaint received about CE not providing the \$2500 business grant was handled in accordance with the Complaints Handling Process Flow and CE referred him to Minister for Mines and Petroleum; Energy; Industrial Relations and further assisted by offering a template letter to the Minister to support the relief to extended to not just Synergy and Horizon Customers but Change Energy as well as an independent retailer.</li> </ul> <p><b>Outcome Compliance:</b> There were no SUC received during the audit period.</p> <p><b>Output Compliance:</b> Complaints handling process ensure effective management of the customer complaint and obligation to refer.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
<b>REPORTING</b>			
305 Type	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.		<p><b>COMPLIANCE FINDING:</b> A review of Change Energy's processes and procedures confirmed the Licensee, complied with the preparation of an annual report (specifically the Electricity Performance Reporting Datasheets – Retail) for the ERA as required by Part 13 of the Code of</p>

[2]				<p>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.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Corporate Outlook Calendar, CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 20-23, 31, 56-60, 119</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Electricity Retail Licence Performance Reporting Handbook provided guidance for the reporting of information required by Clause 13.1 for the Electricity Performance Reporting Datasheets – Retail</p> <ul style="list-style-type: none"> <li>▪ The Contracts List /CE Customer Portal specified whether the customer was SUC or LUC.</li> </ul> <p><b>Outcome Compliance:</b> During the audit period, there were 3 annual reports required for the Electricity Performance Reporting Datasheets – Retail and all were prepared as required. Accuracy of the data reported was cross checked with the Licensee during the audit process.</p> <ul style="list-style-type: none"> <li>▪ The Electricity Retail Performance Reporting datasheets due for submission by the 30 September annually were submitted on time. (Note: Reporting years 2019-2021 within audit scope)</li> </ul> <p><b>Output Compliance:</b> Performance Reports, Annual Compliance reports, emails and communication with the ERA provided assurance of the requirements. The dates of publishing the Performance Reports to the website were confirmed.</p> <p><b>Integrity of Reporting:</b> Type 2 obligations accurately reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<b>COMPLIANCE FINDING:</b> The Licensee, complied with the provision of an annual report (specifically the Electricity Performance Reporting Datasheets – Retail) 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.

		<p><b>DOCUMENTS/SYSTEMS:</b> Corporate Outlook Calendar, CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 20-23, 31, 119</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Electricity Retail Licence Performance Reporting Handbook provided guidance for the reporting of information required by Clause 13.1 for the Electricity Performance Reporting Datasheets – Retail</p> <ul style="list-style-type: none"> <li>The Contracts List /CE Customer Portal specified whether the customer was SUC or LUC.</li> </ul> <p><b>Outcome Compliance:</b> During the audit period, there were 3 annual reports required for the Electricity Performance Reporting Datasheets – Retail and all were prepared as required. Accuracy of the data reported was cross checked with the Licensee during the audit process.</p> <ul style="list-style-type: none"> <li>The Electricity Retail Performance Reporting datasheets due for submission by the 30 September annually were submitted on time. (Note: Reporting years 2019-2021 within audit scope)</li> </ul> <p><b>Output Compliance:</b> Performance Reports, Annual Compliance reports, emails and communication with the ERA provided assurance of the requirements. The dates of publishing the Performance Reports to the website were confirmed.</p> <p><b>Integrity of Reporting:</b> Type 2 obligations accurately reported in the compliance reports.</p>	
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
	<b>2021 RECOMMENDATION - NIL</b>		
307 Type [2]	<p>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:</p> <ul style="list-style-type: none"> <li>copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and</li> </ul>		<p><b>COMPLIANCE FINDING:</b> A review of Change Energy’s processes and procedures confirmed the Licensee, complied with the publication of the annual report (specifically the Electricity Performance Reporting Datasheets – Retail) for the ERA as required by Part 13 of the Code of Conduct. The reports were published and copies made available on its website at no cost and by the due date set by the ERA. The CEO confirmed although not requested copies of the annual report were available to the public without cost at the Malaga offices.</p>



	<ul style="list-style-type: none"> <li>a copy is posted on the retailer or distributor's website.</li> </ul>	<p><b>DOCUMENTS/SYSTEMS:</b> Corporate Outlook Calendar, CE Customer Portal, CE Website, 1, 2-4, 6, 7, 10-15, 20-23, 31, 119</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Electricity Retail Licence Performance Reporting Handbook provided guidance for the reporting of information required by Clause 13.1 for the Electricity Performance Reporting Datasheets – Retail</p> <ul style="list-style-type: none"> <li>The Contracts List /CE Customer Portal specified whether the customer was SUC or LUC.</li> </ul> <p><b>Outcome Compliance:</b> During the audit period, there were 3 annual reports required for the Electricity Performance Reporting Datasheets – Retail and all were prepared as required. Accuracy of the data reported was cross checked with the Licensee during the audit process.</p> <ul style="list-style-type: none"> <li>The Electricity Retail Performance Reporting datasheets due for submission by the 30 September annually were submitted on time. (Note: Reporting years 2019-2021 within audit scope)</li> </ul> <p><b>Output Compliance:</b> Performance Reports, Annual Compliance reports, emails and communication with the ERA provided assurance of the requirements. The dates of publishing the Performance Reports to the website were confirmed.</p> <p><b>Integrity of Reporting:</b> Type 2 obligations accurately reported in the compliance reports.</p>	
	<p><b>PRIORITY</b></p> <p><b>4</b></p>	<p><b>CONTROLS RATING</b></p> <p><b>N/P</b></p>	<p><b>COMPLIANCE RATING</b></p> <p><b>1</b></p>
<p><b>2021 RECOMMENDATION - NIL</b></p>			
<p align="center"><b>SERVICE STANDARD PAYMENTS</b></p>			
<p>308 Type [2]</p>	<p>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</p>	<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there was no requirement for Change Energy to facilitate customer reconnections or consider any exceptions for service standard payments.</p>	

			<p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, 10-13, 27, 30, 31, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Reference to service standards payments were included in the ESA                     <ul style="list-style-type: none"> <li>The requirement to check for the applicability of service standard payments was referenced in the BMS.</li> </ul> </p> <p><b>Outcome Compliance:</b> No SUC disconnections occurred and as such no reconnections were made during the audit period.</p> <p><b>Output Compliance:</b> Details for payments of Service Standard Payments included on bills and information on amounts provided annually.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
310 Type [2]	<p>Code Of Conduct, Clause 14.2(1) - Subject to clause 14.6, a retailer must pay the specified compensation to a customer if:</p> <ul style="list-style-type: none"> <li>it fails to comply with any of the procedures specified in Part 6 or Part 7 prior to arranging for disconnection or disconnecting the customer for failure to pay a bill; or</li> <li>arranges for disconnection or disconnects the customer for failure to pay a bill in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill.</li> </ul>		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there was no requirement for service standard payments in relation to wrongful disconnections.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, 10-13, 27, 30, 31, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Reference to service standards payments were included in the ESA                     <ul style="list-style-type: none"> <li>The requirement to check for the applicability of service standard payments was referenced in the BMS.</li> </ul> </p> <p><b>Outcome Compliance:</b> No SUC disconnections occurred and as such no reconnections were made during the audit period.</p> <p><b>Output Compliance:</b> Details for payments of Service Standard Payments included on bills and information on amounts provided annually.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>

				<b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports
<b>2021 RECOMMENDATION - NIL</b>				
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).			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed Change Energy was not required to make service standard payments for customer service timeframes or to consider an exception in relation to service standard payments.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, 10-13, 27, 30, 31, 32-35</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Reference to service standards payments were included in the ESA                 <ul style="list-style-type: none"> <li>The requirement to check for the applicability of service standard payments was referenced in the BMS.</li> </ul> <b>Outcome Compliance:</b> Service Standard payment requirements to be made in relation to Customer service timeframes were communicated but not required.</p> <p><b>Output Compliance:</b> Details for payments of Service Standard Payments included on bills and information on amounts provided annually.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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).			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed Change Energy was not required to make service standard payments during the audit period as such requirements for consideration of method of payments were not applicable.</p> <p><b>DOCUMENTS/SYSTEMS:</b> CE Customer Portal, 10-13, 27, 30, 31, 32-35</p>

			<p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Reference to service standards payments were included in the ESA                     <ul style="list-style-type: none"> <li>The requirement to check for the applicability of service standard payments was referenced in the BMS.</li> </ul> <u>Outcome Compliance:</u> Service Standard payment requirements to be made were communicated but not required as such method of payment was not assess.  <u>Output Compliance:</u> Details for payments of Service Standard Payments included on bills and information on amounts provided annually.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>N/R</b>
	<b>2021 RECOMMENDATION - NIL</b>		
<b>15 ELECTRICITY INDUSTRY METERING CODE – LICENCE CONDITIONS AND OBLIGATIONS</b>			
324 Type [2]	<p>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 flow 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>		<p><b>COMPLIANCE FINDING:</b> During the audit period there were two occasions where Change Energy became aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flow and as such resulted in changes in a customer's circumstances in a metering point that resulted in bi-directional flows.</p> <p><b>DOCUMENTS/SYSTEMS:</b> 5, 46,53, 54, 70-73</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS confirmed in the event unexpected bi-directional flows were reported in the meter data, Change Energy would inform Western Power (Refer Section 8.1) Compliance with the 2 business day rule was verified in both instances with the information provided for review.</p>

			<ul style="list-style-type: none"> <li>Evidence of the requests (within the 2 business days timeframe) to reconfigure meter to bidirectional were supplied.</li> <li>Email communication with Western Power was reviewed.</li> <li>In relation to SUC customers installing solar systems CE worked to ensure their meter was enabled for bidirectional flow as required or unauthorised solar systems were reported and managed as required.</li> </ul> <p><b>Outcome Compliance:</b> The Business Analyst provided evidence of email communication to the Network Operator within the 2 business day timeframe (both events 2021) and Western Power Service Order requests were provided.</p> <p><b>Output Compliance:</b> Records of WP Service order in relation to bidirectional flow were provided for review.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
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><b>COMPLIANCE FINDING:</b> The Licensee confirmed that during the audit period Change Energy communicated with Western Power in instances where there was a potential of any outages or malfunction of a metering installation in relation to customer accounts. However, there were no instances where an outage or malfunction of a metering installation and communication with Western Power was related to small use customers.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The Licensee established several meter data review processes in which anomalous meter data would highlight issues relating to the reliability of metering installations and checking of data by the Billing Administrator was also undertaken.</p> <ul style="list-style-type: none"> <li>Evidence provided for review related to LUC</li> </ul> <p><b>Outcome Compliance:</b> Issues associated with the reliability of metering installations were identified in relation to LUC.</p>

				<p><b>Output Compliance:</b> Meter data reports and email communications were systems established to determine issues with the reliability of metering installations but were not applicable to the audit scope as LUC.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
371 Type [NR]	<p>Clause 4.5(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.</p>			<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed in relation to SUC's and to the best of the Licensee's ability, Change Energy kept the registry accurate and there were no discrepancies between energy data held in a metering installation and in the metering database.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS referenced obligations relating to customer data (refer section 5).  <ul style="list-style-type: none"> <li>▪ The Licensee established several meter data review processes in which anomalous meter data would highlight issues relating to the reliability of metering installations and checking of data by the Billing Administrator was also undertaken.</li> <li>▪ Evidence provided for review related to LUC.</li> </ul> <b>Outcome Compliance:</b> Issues associated with the reliability of metering installations were identified in relation to LUC and resulted in the LUC being underbilled by CE as a result of incorrect meter data. WP issued correct data and CE was required to contact LUC and rebill to rectify error in meter data provided by the Network Operator.</p>
	<b>PRIORITY</b> <b>5</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	<p><b>Output Compliance:</b> Meter data reports, billing and email communications were systems established to determine issues with the reliability of metering installations, but these were related to LUC.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>

<b>2021 RECOMMENDATION - NIL</b>			
372 Type [NR]	Clause 4.5(1) - A Code participant must not knowingly permit the registry to be materially inaccurate.		<p><b>COMPLIANCE FINDING:</b> The Licensee confirmed in relation to SUC's and to the best of the Licensee's ability, Change Energy kept the registry (i.e. the part of the metering database which contains standing data in accordance with the Metering Code) accurate and there were no discrepancies identified during the audit period.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 10-13, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Western Power as the Network Operation were noted to be the designated sources of standing data contained in the registry(refer Clause 4.3.1 and Table 2 of the Metering Code).</p> <ul style="list-style-type: none"> <li>▪ Change Energy were aware of the requirement (Refer BMS S5 relating to Customer Data) to provide change in a customer's attribute information to prevent a loop situation occurring however in general practice CE had limited ability to do so.</li> </ul> <p><b>Outcome Compliance:</b> In relation to SUC no inaccuracies of standing data were identified and standing data updates were routinely provided by Western Power through the Web Portal.</p> <p><b>Output Compliance:</b> Communication with Western Power to resolve the discrepancy would record instances where discrepancies were identified. Response to a query by WP was noted but did not result in a required change.</p> <p><b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>5</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
373	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		<b>COMPLIANCE FINDING:</b> The Licensee confirmed in relation to SUC's and to the best of the Licensee's ability, Change Energy kept the registry accurate and there were no discrepancies

<p>Type [2]</p>	<p>inaccuracy in, an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.</p>	<p>between energy data held in a metering installation and in the metering database identified during the audit period.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 10-13, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Change Energy were aware of the requirement to provide change in a customer’s attribute information to prevent a loop situation occurring however in general practice CE had limited ability to do so.</p> <ul style="list-style-type: none"> <li>▪ The BMS referenced obligations relating to customer data checking in relation to attribute information (Noted this is primarily not within the Licensee’s ability to change or monitor) for the site of each connection point:             <ul style="list-style-type: none"> <li>➢ “address attributes”                     <ul style="list-style-type: none"> <li>❖ address of the site as per the communication rules.</li> <li>❖ NMI</li> </ul> </li> <li>➢ “site attributes” the NMI of each connection point at the site</li> <li>➢ “customer attributes”:                     <ul style="list-style-type: none"> <li>❖ the NMI of each connection point with which the customer is associated.</li> <li>❖ the customer’s name;</li> <li>❖ the customer’s postal address (and, if a person residing at the site requires life support equipment, the person’s street address) for outage notification purposes, in a format specified in the communication rules;</li> <li>❖ one or more phone numbers to enable the network operator to contact the customer (and, if a person residing at the site requires life support equipment, a phone number to enable the network operator to contact the person);</li> <li>❖ whether a person residing at the site requires life support equipment.</li> </ul> </li> </ul> </li> </ul> <p><b>Outcome Compliance:</b> In relation to SUC no inaccuracies of standing data were identified and standing data updates were routinely provided by Western Power through the Web Portal.</p>
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				<p><b>Output Compliance:</b> Communication with Western Power to resolve the discrepancy would record instances where discrepancies were identified. Response to a query by WP was noted but did not result in a required change.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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).			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period that Change 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, for example access to meter to undertake meter reading and obtain energy data, update relevant attribute details.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 10-13, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> In instances where Western Power was unable to access the meter to undertake a meter reading and obtain the energy data, evidence was sighted of Change Energy providing assistance the network operator to obtain access to the meter at a mutually agreed time.</p> <p><b>Outcome Compliance:</b> Communication between the Western Power and Change Energy in relation to access to sites was verified.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	<p><b>Output Compliance:</b> Email communications where assistance was provided to gain access to meters provided assurance.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
<b>2021 RECOMMENDATION – NIL</b>				
402	Clause 5.17(1) - A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the			

Type [2]	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.	<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that Change Energy was obligated to standing data and energy data to the customer on request and at no charge and routinely did so on customer bills.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 10-13, SUC Bills, 92-98</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The Terms &amp; Conditions (NSC) referenced the requirement (Clause 7.4(c)).</p> <ul style="list-style-type: none"> <li>▪ The BMS referenced the requirement (refer S5 relating to Customer Data)</li> </ul> <p><b>Outcome Compliance:</b> The obligation for Change Energy to provide for the SUC to direct that energy data and standing data be provided was included in the Terms &amp; Conditions (NSC) and examples of customer communication was reviewed during the audit.</p> <p><b>Output Compliance:</b> Records of provision of meter data and emails would provide assurance.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>		
	<p><b>PRIORITY</b></p> <p style="text-align: center;"><b>4</b></p>	<p><b>CONTROLS RATING</b></p> <p style="text-align: center;"><b>N/P</b></p>	<p><b>COMPLIANCE RATING</b></p> <p style="text-align: center;"><b>1</b></p>	
<p><b>2021 RECOMMENDATION - NIL</b></p>				
406 Type [NR]	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><b>COMPLIANCE FINDING:</b> The CEO confirmed there were no requests by the network operator to collect information from SUCs. However, a query was made in relation to the possible need for the provision of customer information and CE confirmed there was no requirement and confirmed standing data.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 10-13, 31, 92-98. CE Customer Portal</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>		

			<p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Email communications with Network Operator were established as means of the Licensee providing customer information where requested.  <u>Outcome Compliance:</u> No specific request for the provision of customer information in relation the SUC was noted. An instance where WP queried standing data for a NMI was noted but CE communicated the information WP had was correct. No change was required and query was due to business name being different from registered company name and the standing data was confirmed correct by CE.  <u>Output Compliance:</u> Email communication between Western Power and Change Energy would provide assurance for the obligations. Customer List and more recently the CE Customer Portal contained the attribute information collected and maintained by CE.  <u>Integrity of Reporting:</u> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>5</b>	<b>N/P</b>	<b>1</b>
	<b>2021 RECOMMENDATION – NIL</b>		
407 Type [NR]	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><b>COMPLIANCE FINDING:</b> The CEO confirmed that records relating to the prescribed information were collected and maintained as part of the quotation and contract execution stages.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 10-13, 31, 92-98, CE Customer Portal</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The customer information was normally included in the Web Portal. The Licensee had limited input into the process and WP was the designated source.  <u>Outcome Compliance:</u> Some standing data information was recorded as part of the quotation and contract development process.</p>

				<p><b>Output Compliance:</b> This information was collected by Western Power and Change Energy did not verify it. Customer List and more recently the CE Customer Portal contained the attribute information collected and maintained by CE.</p> <p><b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>5</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
408 Type [2]	<p>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.</p>			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period, did not become aware of any change in attribute described in subclause 5.19(2). As such there was no requirement to notify Western Power within 1 business day.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 10-13, 31, 92-98, CE Customer Portal</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> Reference to the required for changes to be made within 1 business day was evident in the BMS (refer S5)  <b>Outcome Compliance:</b> Change Energy did not become aware of changes to attributes.  <b>Output Compliance:</b> This information was collected by Western Power and Change Energy does not routinely verify it other than to the level able to during CTR process  <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				
410	<p>Clause 5.19(6) - The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in</p>			

Type [NR]	an attribute described in subclause 5.19(2) that results from the provision of standing data by the network operator to the user.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that Western Power generated notice of changed Standing Data attributes, which the licensee acknowledged without further correspondence to Western Power.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal (Consumption Data), Email Communication, 10-13, 31, 53,54, 92-98, CE Customer Portal</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The process for provision of information relating to address, customer, and site attributes was controlled by Western Power.</p> <ul style="list-style-type: none"> <li>▪ Change Energy were aware of the requirement to provide change in a customer’s attribute information to prevent a loop situation occurring however in general practice CE had limited ability to do so.</li> </ul> <p><b>Outcome Compliance:</b> Western Power updated the web portal as required. Change Energy did not provide the information back to Western Power.</p> <p><b>Output Compliance:</b> The notification in the web portal provided assurance to the process.</p> <p><b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>5</b>	<b>N/P</b>	<b>1</b>
<b>2021 RECOMMENDATION - NIL</b>			
416 Type [2]	Clause 5.21(5) - A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period there were no requests for tests or audits relating to the metering installation accuracy, energy data or standing data where Change Energy was not the retailer at the time.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 31, 53,54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p>

				<p><b>Process Compliance:</b> The BMS referenced the requirement (refer S5 relating to Customer Data)</p> <p><b>Outcome Compliance:</b> Requests for tests by SUC did not occur. Change Energy was a code participant for the duration of the audit period and only liaised with WP in relation to Customers when they were the retailer.</p> <p><b>Output Compliance:</b> If undertaken Meter test request report and email communication would provide assurance for this obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that a retailer could only request a test only if at the time of the request it is the incumbent retailer. Change Energy made no requests that were inconsistent with any access arrangement or agreement.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 31, 53,54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS referenced the requirement (refer S5 relating to Customer Data)</p> <p><b>Outcome Compliance:</b> There were no requests for meter tests or audits for SUC during the audit period.</p> <p><b>Output Compliance:</b> If undertaken Meter test request report and email communication would provide assurance for this obligation.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
435	Clause 5.27 - Upon request from a network operator, the current user for a connection point must provide the network operator with			

Type [2]	customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period that Change Energy did not receive a request from the network operator in relation to customer attribute information that it reasonably believes are missing or incorrect</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 31, 53,54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS referenced the requirement (refer S5 relating to Customer Data)  <u>Outcome Compliance:</u> No information in relation to SUC was noted by the Licensee to have been requested.  <u>Output Compliance:</u> If requested email communications between Western Power and Change Energy would provide assurance.  <u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports</p>	
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>		<b>COMPLIANCE RATING</b>
	<b>4</b>	<b>N/P</b>		<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>				
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.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period that Change Energy was compliant with documents, had an ETAC and has complied with rules, procedures, agreements, and criteria prescribed.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 31, 53,54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> 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.</p>	

				<ul style="list-style-type: none"> <li>Relevant documentation included Metering Code Communication Rules (refer Build Pack SWIS Communication Rules), Model Service Level Agreement (MSLA), Metrology Procedure. It was noted that MSLA was revised during the audit period</li> </ul> <p><b>Outcome Compliance:</b> Compliance with Wester Power process, the Build Pack, technical rules and relevant codes due to the use of the Web Portal.</p> <p><b>Output Compliance:</b> Web Portal records, email communication as applicable.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period that Change Energy and Western Power did not encounter difficulties. Evidence of communication with network operator reviewed.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, email, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> It was noted that Change Energy or Western Power do not use facsimile (as generally an obsolete means of communication).</p> <p><b>Outcome Compliance:</b> Communication was maintained throughout the audit period.</p> <p><b>Output Compliance:</b> Evidence of communication with the network operator was sighted.</p> <p><b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>5</b>	<b>N/P</b>	<b>1</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period the network operator did not make a request for Change Energy as a retailer to notify its contact details.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p>



				<p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Communication between the network operator and Change Energy was not impacted during the audit period.</p> <ul style="list-style-type: none"> <li>The BMS (refer S 4.4) referenced the compliance requirements i.e. 3 business days.</li> </ul> <p><u>Outcome Compliance:</u> No change to contact details during the audit period.</p> <p><u>Output Compliance:</u> Web Portal access, communication, notifications and email and phone communications evident during the audit period.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed that during the audit period, Change Energy as a retailer, was not required to notify changes to contact details.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> The BMS (refer S 4.4) referenced the compliance requirements i.e. 3 business days</p> <p><u>Outcome Compliance:</u> No change to contact details during the audit period.</p> <p><u>Output Compliance:</u> Web Portal access, communication, notifications and email and phone communications evident during the audit period.</p> <p><u>Integrity of Reporting:</u> Type 2 obligation accurately reported in the compliance reports.</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
455	Clause 7.5 - A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential			

Type [2]	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><b>COMPLIANCE FINDING:</b> The CEO confirmed that Change Energy has established internal policies and codes of conduct in relation to privacy, confidentiality, and the handling of sensitive information.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> In respect to the Metering Code “confidential information” referred to standing data and energy data; and any other information which is confidential information of, or commercially sensitive to, a customer or code participant.                 <ul style="list-style-type: none"> <li>▪ Privacy Policy and the Terms &amp; Conditions (NSC) addressed confidentially requirements.</li> </ul> <b>Outcome Compliance:</b> The Licensee ensured required customer files were subject to password protection to limit access and appropriate cyber security was established.  <b>Output Compliance:</b> Web Portal restricted access, customer files restricted access.  <b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b> <b>4</b>	<b>CONTROLS RATING</b> <b>N/P</b>	<b>COMPLIANCE RATING</b> <b>1</b>
<b>2021 RECOMMENDATION – NIL</b>			
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><b>COMPLIANCE FINDING:</b> The Licensee confirmed during the audit period, Change Energy permitted disclosure of confidential information required to be disclosed by the code.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> In respect to the Metering Code “confidential information” referred 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>

				<ul style="list-style-type: none"> <li>Privacy Policy and the Terms &amp; Conditions (NSC) addressed confidentiality requirements.</li> </ul> <p><b>Outcome Compliance:</b> The Licensee ensured required customer files were subject to password protection to limit access and appropriate cyber security was established. Small management team controlled the provision of information.</p> <p><b>Output Compliance:</b> Web Portal restricted access, customer files restricted access Management approval for access to information.</p> <p><b>Integrity of Reporting:</b> Type 2 obligation accurately reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>1</b>	
<b>2021 RECOMMENDATION - NIL</b>				
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.			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there have been no disputes with Western Power in relation to the metering code obligations and as such no requirement for the application of dispute resolution procedures.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> The BMS (refer S4.4) referenced the requirement for representatives to meet within 5 business days after a notice given by a disputing party to the other disputing parties.</p> <p><b>Outcome Compliance:</b> Change Energy and Western Power have maintained effective and efficient processes in relation to the functions of the retail licence.</p> <p><b>Output Compliance:</b> Email communications and ongoing access to the Web Portal.</p> <p><b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>5</b>	<b>N/P</b>	<b>N/R</b>	
<b>2021 RECOMMENDATION - NIL</b>				

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.		<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there have been no disputes with Western Power in relation to the metering code obligations and as such no requirement for the application of dispute resolution procedures.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS (refer S4.4) referenced the requirement for resolution within 10 business days after the dispute is referred to senior management negotiations.  <b>Outcome Compliance:</b> Change Energy and Western Power have maintained effective and efficient processes in relation to the functions of the retail licence.  <b>Output Compliance:</b> Email communications and ongoing access to the Web Portal.  <b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>5</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			
459 Type [NR]	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><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there have been no disputes with Western Power in relation to the metering code obligations and as such no requirement for the application of dispute resolution procedures.</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <b>Process Compliance:</b> The BMS (refer S4.4) referenced the requirement for resolution within 10 business days after the dispute is referred to senior executive officer of each disputing party.</p>

				<p><b>Outcome Compliance:</b> Change Energy and Western Power have maintained effective and efficient processes in relation to the functions of the retail licence.</p> <p><b>Output Compliance:</b> Email communications and ongoing access to the Web Portal.</p> <p><b>Integrity of Reporting:</b> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>5</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
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>			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there have been no disputes with Western Power in relation to the metering code obligations and as such no requirement for referral of disputes to the arbitrator,</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b></p> <p><b>Process Compliance:</b> Western Power have established a primary Customer Service representative to address the concerns Change Energy may have in relation to the functions of the retail licence. Regular communication and clarification of Metering Code functions was noted.</p> <p><b>Outcome Compliance:</b> Change Energy and Western Power have maintained effective and efficient processes in relation to the functions of the retail licence.</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>	
	<b>4</b>	<b>N/P</b>	<b>N/R</b>	
	<b>2021 RECOMMENDATION - NIL</b>			
461 Type [NR]	<p>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).</p>			<p><b>COMPLIANCE FINDING:</b> The CEO confirmed during the audit period there were no disputes with Western Power in relation to the metering code obligations as such assessment of informality and expedition with respect to disputes was not assessed.</p>

			<p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, Build Pack, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>DOCUMENTS/SYSTEMS:</b> Web Portal, 10-13, 53, 54</p> <p><b>PERSONNEL INTERVIEWED:</b> CEO, Business Analyst</p> <p><b>OBSERVATIONS:</b>  <u>Process Compliance:</u> Western Power have established a primary Customer Service representative to address the concerns Change Energy may have in relation to the functions of the retail licence. Regular communication and clarification of Metering Code functions was noted.  <u>Outcome Compliance:</u> Change Energy and Western Power have maintained effective and efficient processes in relation to the functions of the retail licence.  <u>Output Compliance:</u> Email communications and ongoing access to the Web Portal.  <u>Integrity of Reporting:</u> Type NR obligation not required to be reported in the compliance reports</p>
	<b>PRIORITY</b>	<b>CONTROLS RATING</b>	<b>COMPLIANCE RATING</b>
	<b>5</b>	<b>N/P</b>	<b>N/R</b>
<b>2021 RECOMMENDATION - NIL</b>			

Note:

- \* Indicates obligation was reclassified during the audit period from N/R to Type 2 (Refer Amendment Record - Electricity Compliance Reporting Manual – June 2020). Prior to this period the rating was N/R.
  - \*\* Indicates identified as non-compliant in previous audit or an Annual Compliance Report
  - Δ Indicates permitted variation from the Code of Conduct (Clause 1.10)
- N/P - Not performed – A controls rating was not required  
 N/R - Not rated – No activity took place during the audit period

## 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	Not Applicable (to audit scope)
	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								
	Not Applicable to audit scope								
1	2020 Licence Obligations - final table								
2	Electricity Retail Licence Performance Reporting Datasheets 2019 - Change Energy								
3	2020-Electricity-Retail-Licence-Performance-Reporting-Datasheets - Change Energy								
4	2021-Electricity-Retail-Licence-Performance-Reporting-Datasheets - Change Energy								
5	Account Management and Sales Process								
6	Acknowledgement - 2019 Annual Compliance Report - ERL25 - Change Energy Pty Ltd								
7	Acknowledgement - 2020 Annual Compliance Report - ERL25 - Change Energy Pty Ltd								
8	AEMO Settlement including [REDACTED]								
9	Change Energy Annual Compliance Report 2018-19 28Aug19								
10	Change Energy Business Management System - current								
11	Change Energy Business Management System – toJun19								
12	Change Energy Business Management System – toJun20								
13	Change Energy Business Management System – toJun21								
14	Change Energy Compliance Report - Electricity - 2019-20 28Aug20								
15	Change Energy Compliance report - Electricity - 2020-21								
16	Change Energy New customer set up as at 20180611								
17	Change Energy Western Power Billing Process Flow								
18	Complaints Handling Process								
19	Customer Billing and Disconnection_reconnection process1								
20	RE_ Change Energy Retail Datasheets 2021								
21	RE_ Electricity Retail Licence Performance Reporting Datasheets 2019 - Change Energy								
22	RE_HPECM_ Change Energy Compliance report - Electricity - 2020-21								
23	RE_HPECM_RE_HPECM_ 2020 Electricity Retail Licence Performance Reporting Datasheets - Change Energy 24Sep20								



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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	Not Applicable to audit scope								
24	Sales ID Register								
25	Sales Induction Form								
26	CE202110L - Change Energy Large Use Customer Terms and Conditions								
27	CE202110S - Change Energy Small Use Customer Terms and Conditions (Non-Standard)								
28	Change Energy - Request for Quotation								
29	Change Energy ESA								
30	Change Energy Small Use ESA								
31	Cust List as at 27Jan22								
32	E11193 Change Energy Invoice - [REDACTED]								
33	E11230 Change Energy Invoice - [REDACTED]								
34	E11283 Change Energy Invoice - [REDACTED]								
35	E11339 Change Energy Invoice - [REDACTED]								
36	Nov21 Meter Data cust checklist								
37	[REDACTED] new start invoice								
38	Web Portal Export - All Customer Transfers								
39	Screenshot - Complaints and Comms Log								
40	Screenshot - Customer NMI attributes								
41	Debtors Process								
42	Outbound Salesperson Induction Form - [REDACTED]								
43	Not Used								
44	Welcome Pack for New Customers MASTER Bundled								
45	Welcome Pack for New Customers MASTER Unbundled								
46	WP Service Order list								
47	Complaint - [REDACTED]								
48	Complaint - Re_ request to provide info 1								
49	Complaint - RE_ request to provide info 2								

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50	Web Portal Export - Erroneous Transfers								
51	E10561 Change Energy Invoice - [REDACTED]								
52	E10861 Change Energy Invoice - [REDACTED]								
53	Change Energy ETAC - Notice of Extension 1June21								
54	ETAC - Change Energy Pty Ltd signed 19Dec16								
55	Rejected CTRS - [REDACTED]								
56	Service Standard Payments - 201906 Change Energy								
57	Service Standard Payments – emails issued July 2019 (3 examples provided)								
58	Service Standard Payments – emails issued July 2020 (3 examples provided)								
59	Service Standard Payments – Information for Small Use Customers								
60	Service Standard Payments - 2020July Change Energy								
61	Western Power tariff pricing update letters 201907 Change Energy - Western Power Tariff Changes								
62	Western Power tariff pricing update letters 2019 (3 examples provided)								
63	Western Power tariff pricing update letters 2020 (3 examples provided)								
64	Western Power tariff pricing update letters 2021 (3 examples provided)								
65	Western Power tariff pricing update letters Bundled - Western Power and RET changes 2020								
66	Western Power tariff pricing update letters Unbundled - Western Power changes 2020								
67	Western Power tariff pricing update letters ex1 Change Energy - Electricity Invoice								
68	Western Power tariff pricing update letters ex2 Change Energy - Electricity Invoice								
69	Western Power tariff pricing update letters ex3 Change Energy - Electricity Invoice								
70	Bi Directional Meter - RE EXTERNAL_ No ETAF_ [REDACTED] RE_ [REDACTED] - Bi Directional Meter								
71	Bi Directional Meter pt1 received notice								

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72	Bi Directional Meter pt2 RE_ _EXTERNAL_ RE_ NMs with solar - not configured correctly_								
73	Email Test Report - Meter [REDACTED] - [REDACTED]								
74	Email Test correspondence								
75	Test Report - Meter [REDACTED] - [REDACTED]								
76	Erroneous Transfer correspondence pt1								
77	Erroneous Transfer correspondence pt2								
78	Erroneous Transfer correspondence								
79	Rejected Transfers Detail								
80	Email Rejected CTRs - [REDACTED]								
81	Email Rejected CTRs - [REDACTED]								
82	Email Rejected CTRs - [REDACTED]								
83	Email Rejected CTRs - [REDACTED] pt1								
84	Email Rejected CTRs - [REDACTED] pt2								
85	Email Rejected CTRs - [REDACTED] and [REDACTED]								
86	Email Rejected CTRs - [REDACTED] query								
87	Change Energy DDR								
88	Change Energy DDRSA								
89	DDR ex1 2019								
90	DDR ex2 2020								
91	DDR ex3 2021								
92	Meter Data Query - [REDACTED] Change Energy - Electricity Invoice								
93	Meter Data Query - [REDACTED] RE_ Charts - CHANGE ENERGY ELECTRICITY INVOICE								
94	Meter Data Query - [REDACTED] RE_ Meter Data Verify - CHANGE ENERGY ELECTRICITY INVOICE								
95	Meter Data Query - [REDACTED] WP correspondence								
96	Meter Data Query - [REDACTED] pt1								
97	Meter Data Query - [REDACTED] pt2								
98	Meter Data Query - [REDACTED] pt3								

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99	Approval of audit review plan - 2021 Performance Audit - ERL025 - Change Energy Pty Ltd								
100	Approval of auditor - Change Energy - 2021 audit - ERL025								
101	Change Energy - Submission on Project Eagle 3Feb22								
102	Reminder letter - 2021 audit - Change Energy - ERL025								
103	Standard Form Contract - Change Energy (September 2016)								
104	[REDACTED] VC								
105	[REDACTED] Pty Ltd - signed								
106	[REDACTED] - signed								
107	[REDACTED] - signed								
108	[REDACTED] - signed								
109	[REDACTED] - signed								
110	[REDACTED] - signed								
111	[REDACTED] - signed								
112	[REDACTED] VCF								
113	[REDACTED] VCF 2020								
114	[REDACTED] VCF								
115	[REDACTED] VC								
116	[REDACTED] VCF								
117	Customer Letter to Ministers								
118	[REDACTED] - signed								
119	ERA Report of Payments (ERL25)								
120	Daily Check Sheet								
121	Monthly Check Sheet								
122	Change Energy Fees and Charges								