



Economic Regulation Authority

## Final decision

Repeal and replacement of the *Code of Conduct for the Supply of Electricity to Small Use Customers 2018*

8 December 2022

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## Executive summary

The *Code of Conduct for the Supply of Electricity to Small Use Customers* regulates and controls the conduct of retailers and distributors that supply electricity to residential and small business customers. The Code covers a broad range of areas including billing, payment, financial hardship, disconnection and complaints.

Every two years, the Electricity Code Consultative Committee (ECCC) must review the Code and present its findings to the ERA.<sup>1</sup> The ECCC is a statutory committee appointed and chaired by the ERA and includes consumer, industry, and government representatives.

The ECCC provided its final report on the 2019-22 review of the Code to the ERA on 19 May 2021.<sup>2</sup> The review was the most comprehensive review since the Code commenced in 2004. The ECCC not only reviewed existing provisions, but also looked for opportunities to better align the Code with the National Energy Customer Framework (NECF) and considered new protections for customers affected by family violence.<sup>3</sup>

### *Draft decision*

The ERA accepted all 115 recommendations in the ECCC's final report and published its draft decision on 9 December 2021.<sup>4</sup>

In its draft decision, the ERA proposed to substantially expand the protections offered to electricity customers under the Code, including:

- New protections for customers experiencing family and domestic violence, including privacy protections, a nine-month moratorium on disconnections, and a requirement for retailers to have a family violence policy to assist vulnerable customers.
- Setting a minimum bill debt of \$300 before a residential customer can be disconnected for non-payment.
- Extending the assistance measures offered to customers experiencing payment difficulties to all customers who request them. This assistance includes payment extensions and instalment plans.<sup>5</sup>
- Better aligning the Code with the NECF, to match customer protections in Western Australia to the national standard where appropriate.

The ERA also proposed changes to reduce the regulatory burden for retailers, such as the removal of the minimum billing cycle and increased flexibility in the way mandatory information can be provided, which will make information more accessible for customers. Other changes will make it easier for retailers to offer customers more flexible and innovative electricity products. For example, to provide bills through mobile applications and online accounts, or to offer a capped price billing plan. These changes will improve alignment with the NECF, reducing the need for retailers that are operating under the national and Western Australian

<sup>1</sup> Information about the ECCC and the review process is on the ERA's [website](#).

<sup>2</sup> Electricity Code Consultative Committee, 2021, *Final Review Report: 2019-22 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers*, ([online](#)).

<sup>3</sup> The National Energy Customer Framework consists of legal instruments that regulate the sale and supply of electricity and gas to customers in the National Electricity Market (except Victoria).

<sup>4</sup> Economic Regulation Authority, 2021, *Draft decision: Repeal and replacement of the Code of Conduct for the Supply of Electricity to Small Use Customers 2018*, ([online](#)).

<sup>5</sup> Currently, only customers who have been assessed by their retailer as experiencing payment difficulties or financial hardship are entitled to this assistance.

energy regulatory frameworks to have different systems and processes for different jurisdictions, which should lower their compliance costs.

### *Final decision*

In preparing the final decision, the ERA sought further advice from the ECCC.<sup>6</sup>

While most of the amendments proposed by the ERA in its draft decision have remained unchanged in the final decision, some Code amendments have changed in response to the ECCC's advice and recommendations on the ERA's draft decision. For example, to provide retailers with more flexibility and to better balance the rights of retailers and customers, retailers are now allowed to:

- Refer customers to electronic information sources other than websites, such as mobile applications and electronic communication portals, for information.
- Offer payment plans of at least two instalments, rather than three.
- Refuse payment extensions to customers who have failed to meet extensions for two or more bills in the last year.

The ERA has introduced several new protections for pre-payment meter customers, including an obligation on retailers to consider a customer's request for a reduction of the customer's fees, charges or debt. Retailers are also no longer allowed to charge a pre-payment meter customer a fee for reverting to a standard meter if the customer is struggling to pay for their consumption.

### *Vulnerable customers*

The ECCC recommended several amendments to the new family violence protections, including the definition of vulnerable customer.

In accepting the ECCC's advice, the ERA has amended the new definition of vulnerable customer to ensure that the new protections on family violence are available to those customers who need them most. The definition now also includes other persons named on a customer's account.

Most retailers enter into a contract with a single person. This person becomes the account holder, and the customer for the purposes of the Code and its protections. Although most retailers do not allow customers to jointly hold an account, they do allow customers to name other persons on their account. Persons named on an account may have access to account information or be able to make changes to the account, and generally will have shared their contact details with the retailer. The Code's protections for customers experiencing vulnerability through family violence, including protections on access to a customer's information and safe methods of communication, are therefore also relevant to persons named on an account.

As retailers cannot always protect all the information provided by a person named on an account from an account holder, a retailer's family violence policy must require retailers to advise a person experiencing family violence about the potential consequences of being named on the account.

In the draft decision, the definition of vulnerable customer included all former customers. In the final decision this has been changed so if a customer experiencing family violence closes

<sup>6</sup> Electricity Code Consultative Committee, 2022, *Advice on the ERA's draft decision to repeal and replace the Code of Conduct for the Supply of Electricity to Small Use Customers 2018*, ([online](#)).

their account but has an outstanding debt with the retailer then the customer continues to receive family violence protections, such as safe methods of communication and the possibility of debt waiver. The protections do not apply where a former customer does not provide the retailer with a new address, because this makes it difficult for the retailer to determine if a supply address is subject to the disconnection protections.

The ERA also accepted the ECCC's recommendation that pre-payment meter customers be excluded from the nine-month disconnection moratorium for vulnerable customers. The ERA agrees with the ECCC that the different nature of pre-payment services requires a different approach by retailers.<sup>7</sup> Instead of a mandatory disconnection moratorium, the ERA has accepted the ECCC's recommendation that pre-payment meter customers in vulnerable situations be given two options:

- The customer can remain on a pre-payment arrangement and receive support from their retailer tailored to their circumstances that helps them avoid disconnection.
- The customer can access the disconnection moratorium by transferring to a standard meter. While on a standard meter, the customer will receive bills and reminder notices, and be entitled to payment plans, to help the customer manage the costs of their electricity consumption.

The ERA has decided that the new Code will commence on 20 February 2023. This is to give distributors and retailers time to prepare to be able to provide the new protections to customers when the new Code commences.

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<sup>7</sup> An explanation of the reasons for excluding pre-payment meter customers from the disconnection moratorium is in section 2.5.2 and the ECCC's advice.

# 1. Final decision

The Economic Regulation Authority has decided to exercise its power under section 79 of the *Electricity Industry Act 2004* (Electricity Act) to repeal and replace the *Code of Conduct for the Supply of Electricity to Small Use Customers 2018* (Code). Copies of the new Code, with and without tracked changes, are included as Appendices 1 and 2.

In making its decision, the ERA has had regard for the advice provided by the Electricity Code Consultative Committee, as required by section 87 of the Electricity Act.

When the ERA proposes to exercise its power under the Electricity Act to repeal and replace the Code, the ERA must ensure that any replacement Code is consistent with the Code's purpose and objective, as set out in section 79(2) of the Electricity Act. The Code regulates and controls the conduct of retailers and distributors that supply electricity to residential and small business customers.

The objectives of the Code are to:

- Define the standard of conduct in the supply and marketing of electricity to customers and provide for compensation payments to be made to customers when standards of conduct are not met by a distributor or retailer.
- Protect customers from undesirable marketing conduct.

The ERA is satisfied that the new Code is consistent with the Code's purpose and objectives. The ERA's draft and final decisions set out the ERA's reasons for the Code amendments and how the amendments will meet the Code's objectives.

The new Code will commence on 20 February 2023, and repeal and replace the current Code.

## 2. Substantive code amendments

Given the large number of amendments, the ERA will repeal and replace the Code rather than amend it. However, for ease of reading, this final decision refers to amendments rather than repeal and replacement.

All the Code amendments the ERA has made, and the reason for each amendment, are listed in Appendix 3.

The substantive amendments made by the ERA after its draft decision are in Chapter 3.

Substantive amendments recommended in the ERA's draft decision and included in this final decision are set out below.

### 2.1 National Energy Customer Framework

The ECCC conducted a comparative review of the Code requirements against the National Energy Customer Framework (NECF). The NECF governs the supply of electricity and gas from retailers and distributors to customers in Australian jurisdictions other than Victoria and Western Australia and deals with many of the same matters as the Western Australian Code.

Although the ECCC identified various opportunities to improve consistency between the Code and the NECF, it limited its recommendations to provisions where it considered that the amendment would clearly benefit customers, retailers or distributors, or where drafting changes would make it clearer where the Code and the NECF differ.

To align the Code with the NECF, the ERA has approved amending the Code to:

- Remove the minimum duration for a billing cycle to help reduce the regulatory burden and compliance costs for retailers. Currently, the two retailers that supply residential customers, Synergy and Horizon Power, have a two-monthly billing cycle and need a customer's verifiable consent to change their standard billing cycle. Therefore, it is unlikely that the change will affect customers negatively.
- Allow retailers to offer customers on a non-standard contract the option to agree to base their bill on another method (other than a meter reading or estimation). This will increase flexibility for retailers and customers, as it will allow retailers to offer customers on non-standard contracts new products.
- Consolidate several information provision requirements into a single provision that will set out what information retailers and distributors must provide to customers, and how that information must be provided.
- Require retailers to provide advanced notice of tariff variations to customers on unregulated tariffs, except in limited circumstances.<sup>8</sup> The amendment will improve the quality of information provided to these customers and ensure they have the necessary information to make an informed choice about their electricity retailer.<sup>9</sup>

The amendments benefit retailers by reducing regulatory burden and compliance costs; for example, by removing or simplifying overly prescriptive obligations. Retailers operating in both

<sup>8</sup> Customers on regulated tariffs will continue to receive notice of a tariff variation no later than their next bill.

<sup>9</sup> ECCC recommendation 83(a) of the Final Review Report.

Western Australia and a jurisdiction covered by the NECF may also be able to better align their systems and processes for different jurisdictions.

Customers benefit by being provided with more information, for example, about tariff changes and shortened billing cycles. Access to information also improves with information having to be published online.

## 2.2 Family violence

### 2.2.1 *Family violence policy*

The new Code requires retailers to develop and publish a family violence policy. The policy must address the following matters:

- **Staff training:** Require the retailer to provide for staff training about family violence, with the training to be developed in consultation with, or delivered by, relevant consumer representatives.
- **Account security:** Require the retailer to help protect a customer's account information from third persons. This includes taking reasonable steps to establish a safe method of communication with the customer. Any method agreed with a customer will take precedence over a prescribed method of information delivery under the Code.
- **Customer service:** Require the retailer to establish a process that avoids a customer having to repeatedly disclose or refer to their experience of family violence.
- **Debt management:** Require the retailer to consider, before commencing debt recovery, the possible effect of debt recovery on the customer and whether another person is responsible for the debt. The policy must also require the retailer to consider reducing and/or waiving fees, charges and debt.
- **Disconnection:** Require the retailer to consider a customer's circumstances before commencing disconnection for failure to pay a bill.

The framework is relatively light-handed, as the new Code only prescribes what matters must be addressed in a family violence policy. Retailers have the flexibility to decide how they address each matter. This allows retailers to tailor their policy to best meet the needs of their customers, while ensuring customers receive a minimum level of protection. The ability for retailers to tailor their assistance is important, as there is no one-size-fits-all approach, and the needs of each customer will be different.

### 2.2.2 *Evidence of family violence*

It is important that retailers do not deter customers from seeking assistance by requiring excessive evidence of their situation. Therefore, retailers are prohibited from requesting written evidence of family violence, except where the retailer is considering debt or disconnection action and the evidence is reasonably necessary to assess what measures to take.

The new Code prescribes the types of written evidence that a retailer may request, and that any request must be limited to one piece of evidence.

### 2.2.3 *Disconnection moratorium*

The ERA has introduced a nine-month prohibition on disconnection of a customer affected by family violence. Disconnection is prohibited from the date that the retailer becomes aware that the customer is affected by family violence.

Electricity is an essential service and disconnecting a customer's supply should be a last resort. This is particularly relevant to customers in vulnerable situations, such as those affected by family violence. A disconnection moratorium is important for two reasons. First, electricity supply is required for the operation of some security systems, such as cameras and alarm systems. Second, a disconnection prohibition will provide a customer with time to access other support services and work with the retailer to address bill debt issues.

Although retailers are prohibited from taking disconnection action during the disconnection moratorium period, including issuing disconnection warnings, retailers are still able to issue reminder notices. Reminder notices act as a prompt for customers to contact their retailer if they are having trouble paying their bill.

In making its decision, the ERA considered the need to promote regulatory outcomes that are in the public interest. The Code amendments build on the work already being undertaken by the State Government to reduce family violence and will support residential customers affected by family violence.<sup>10</sup>

Some of the family violence protections proposed by the ERA in its draft decision have been amended and those changes are explained in Chapter 3.

## 2.3 Minimum bill debt for disconnection

The existing Code provides that a retailer may not disconnect a customer's supply address for failure to pay a bill if their bill debt is less than an amount set by the ERA. To date, the ERA has not set a minimum disconnection amount.

The ERA has amended the Code so that a retailer is prohibited from disconnecting residential customers with a bill debt of less than \$300, provided the customer has agreed to repay the amount.

The \$300 amount is also set by the Australian Energy Regulator (AER) for customers covered by the NECF. The AER found that setting the amount at \$300 balanced the interests of customers in maintaining supply, while avoiding unmanageable debt levels. The amount is also consistent with the amount of bill debt a customer must have to qualify for the State Government's Hardship Utility Grants Scheme (HUGS).<sup>11</sup> This ensures that customers who do not qualify for this scheme due to an insufficient bill debt will not be disconnected.

<sup>10</sup> Department of Communities, 2020, *Path to Safety: Western Australia's strategy to reduce family and domestic violence 2020-2030*, ([online](#)) [accessed 18 November 2022].

<sup>11</sup> Government of Western Australia (WA.gov.au), 'Hardship Utility Grant Scheme (HUGS)', ([online](#)) [accessed 18 November 2022].

## 2.4 Payment assistance

Currently, a retailer only has to offer payment assistance, including extensions and instalment plans, to residential customers who have been assessed as experiencing payment difficulties or financial hardship.

The ERA has amended the Code so that retailers are required to make payment extensions and instalment plans available to all residential customers, without a customer needing to be assessed as experiencing payment difficulties or financial hardship.

Retailers are no longer allowed to amend an instalment plan without the residential customer's consent and all residential customers, not just customers experiencing hardship, have the right to seek a review of their instalment plan. Extending the right to all residential customers ensures that a customer's capacity to pay is not only considered at the time the instalment plan is entered into but can be reassessed throughout the duration of the plan at the request of the customer.

The amendments ensure every residential customer is entitled to an instalment plan. This may help customers feel more empowered to seek assistance. Many customers still find it difficult to contact their retailer to discuss payment problems. Reasons for this are varied and may include a general lack of confidence, fear of not achieving a good outcome, or feeling embarrassed or vulnerable.<sup>12</sup> Establishing a clear entitlement to assistance may address some of these factors.

It also ensures that all instalment plans, including those set up online, have to comply with the requirements of the Code such as being interest-free and fee-free and take into account the customer's capacity to pay.

## 2.5 Bill delivery

Under the existing Code, a retailer must issue a bill to a customer at the customer's nominated address. This may be a physical address or an email address.

Customers should be able to agree to receive their bill through another channel, such as through an online account or a mobile application. Allowing retailers to deliver a bill through alternative channels will provide flexibility for retailers and customers. It may also lower costs for retailers and, in turn, customers. The Code therefore no longer prescribes how bills are issued to customers.

The ERA acknowledges that this could result in more customers moving to online billing. To protect customers who have no, or limited, access to digital technology, the ERA has introduced a new safeguard for customers on a standard form contract that they will be entitled to a paper bill or email bill on request.

## 2.6 Contracting out

Clause 1.10 of the existing Code sets out specific clauses that a retailer and customer can agree to contract out of, in a non-standard contract. Elsewhere in the Code, there are clauses that allow a retailer and customer to "agree otherwise". Where a retailer and customer can

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<sup>12</sup> Essential Services Commission (Victoria), October 2019, *Customer Impact Reporting for Victorian Energy Market Report, Report prepared by Wallis, (online)* [accessed 18 November 2022], p. 11.

agree otherwise, they can agree in writing or verbally that a clause does not apply, regardless of whether the customer is on a standard form contract or a non-standard contract.

The contracting out framework within the Code can be confusing and will benefit from amendments to improve its clarity.

The ERA has amended the Code to include two contracting out clauses. One clause lists the provisions retailers and customers can agree to contract out of in a non-standard contract, while the other clause lists the provisions that can be contracted out of in a standard form contract. In both cases, retailers and customers can agree to the changes verbally or in writing.

As each clause lists the provisions that may be contracted out of, references to agree otherwise in other clauses are no longer required and have been removed.

The ERA has reduced the number of clauses that retailers and customers may agree to contract out of in a standard form contract. When a customer would only agree to contract out of a Code protection in exchange for a benefit, the contracting out should only be allowed in non-standard contracts - for example, when a customer agrees to set aside the Code's minimum payment options by agreeing to pay bills by direct debit in exchange for a reduced tariff.

The changes reduce the scope of retailers and customers to contract out of a standard form contract. This is consistent with the regulatory framework, which requires the ERA to approve standard form contracts and ensure those contracts comply with the Code and other relevant legislation. The standard form contract is an important mechanism to ensure that customers are provided with a minimum set of standards. A customer should be able to be confident that the standards under their standard form contract are in line with those approved by the ERA.

The amendments promote fair market conduct by ensuring that the Code clearly sets out which clauses can be contracted out of, and how they can be contracted out of (that is, in writing or verbally). The amendments also promote regulatory outcomes that are in the public interest by ensuring that the minimum set of standards within a standard form contract are maintained.

## **2.7 Access to recharge facilities for customers with pre-payment meters**

For customers with pre-payment meters, the existing Code requires retailers to provide a recharge facility as close as practicable to, and no further than 40 kilometres from, the customer's meter.

The ERA has made two amendments to this requirement:

- Specifying that the facility must be a physical facility, such as a shop, to ensure that customers without access to the internet or mobile phone applications are not disadvantaged. Retailers can still offer online and mobile application recharge facilities to customers.
- Removing the requirement for a recharge facility to be within 40 kilometres of a meter and replacing it with a requirement for a physical recharge facility to be as close as practicable to the meter.

Removing the requirement to have a recharge facility within 40 kilometres from the customer's meter provides greater access to pre-payment meters for customers who want them. There

are many customers who want pre-payment meters but live in remote areas where a suitable physical recharge facility is not available within 40 kilometres. In some areas, recharge facilities are no longer available following the closure of the local shop or petrol station. The amendment allows retailers to give these customers the option of a pre-payment meter. Increasing the availability of pre-payment meters to customers that want them is in the long-term interests of customers, particularly of those customers who find it easier to budget for their electricity use with a pre-payment meter.

The obligation does not affect customers for whom it is practicable to provide a recharge facility within 40 kilometres, as retailers are still required to provide a recharge facility “as close as practicable” to the customer’s meter. Customers can take into consideration the availability of recharge facilities when deciding whether to switch to a pre-payment meter. Customers also continue to have the right to a credit meter if they want one.

### 3. Changes to code amendments proposed in the draft decision

The following Code amendments are the substantive changes that the ERA has made in response to the submissions received on the draft decision.

#### 3.1 Family violence

The ERA has made changes to some of the proposed new protections for customers affected by family violence.

##### 3.1.1 Definition of vulnerable customer

The definition of vulnerable customer proposed in the draft decision has been extended to include persons who are named on the account of a customer.<sup>13,14</sup> Customers may name other persons on their account for a variety of reasons; for example, to provide them with access to account information or to allow them to make changes to the account. Persons named on an account will generally provide their contact details, such as telephone number or email address, to the retailer. Extending the definition of vulnerable customer to include persons on an account will ensure that the protections of Part 13 also apply to them, including protections on access to a customer's information and safe methods of communication.

##### 3.1.1.1 Limitations for former customers

However, the definition of vulnerable customer has been limited for former customers. Only former customers who have an outstanding debt with their retailer are now covered by the definition.<sup>15,16</sup> The amendment recognises that the family violence protections are less relevant for former customers who do not have, or no longer have, an outstanding debt with their retailer.<sup>17</sup> The amendment also provides clarity to retailers, as it makes it clear when the protections of Part 13 end for former customers – that is, once the customer has settled any outstanding debt.

The ERA agrees with the ECCC that, in practice, the amendment should affect only a small group of customers. This is because the amendment does not affect:

- Customers who transfer their account to, or open a new account at, another supply address, as they continue to be, or once again become, a current customer of the retailer.
- Former customers who move in with another customer and are named on the other customer's account. These customers are still considered vulnerable customers, because of the ERA's decision to extend the definition of vulnerable customer to include persons named on the account.

<sup>13</sup> Recommendation 19(a) of the ECCC advice.

<sup>14</sup> Clause 3 of the new Code (definition of vulnerable customer together with the definition of designated person).

<sup>15</sup> Recommendation 19(a) of the ECCC advice.

<sup>16</sup> Clause 3 of the new Code (definition of 'vulnerable customer' together with the definition of 'designated person').

<sup>17</sup> Protections on safe methods of communication and debt waiver are relevant for former customers who have an outstanding debt with their retailer. These protections will continue to apply while the former customer has an outstanding debt with the retailer relevant to them.

Former customers are also no longer entitled to some of the disconnection provisions in the new Code, namely the:

- Nine-month disconnection moratorium.
- Requirement that a family violence policy requires a retailer to consider a customer's circumstances before disconnecting the supply address.

Former customers are no longer customers of the retailer and the retailer cannot disconnect a customer if it is no longer supplying them.

This change to the protections for former customers, will not adversely affect the customer and ensure retailers are able to practically comply with the provisions in the new Code

### **3.1.2 Vulnerable pre-payment meter customers**

In the draft decision, pre-payment meter customers were entitled to the nine-month disconnection moratorium available for customers in vulnerable situations. However, this has been changed because the ERA agrees with the ECCC that:

- The pre-payment customer could accumulate a large debt over the nine-month period.
- Pre-payment meters generally require any debt (for example, emergency credit) to be repaid before supply recommences. If a customer has accumulated a large debt during the nine-month period, it could take a long time before the customer repays that debt and supply recommences.
- Financial stress can be a trigger for family violence, so a large build-up of debt may aggravate a customer's circumstances and could raise privacy and safety concerns for other persons named on the account who are affected by family violence.

The nature of pre-payment services requires a different approach by retailers. Instead of a mandatory disconnection moratorium, vulnerable pre-payment meter customers now have two options:

- The customer can remain on a pre-payment arrangement and receive support from their retailer tailored to their circumstances that helps them avoid disconnection. To support this option, a retailer's family violence policy is required to have arrangements in place to assist vulnerable pre-payment meter customers to avoid disconnection, including that a retailer must consider providing financial assistance to a vulnerable pre-payment meter customer.
- The customer can access the disconnection moratorium by transferring to a standard meter. While on a standard meter, the customer will receive bills and reminder notices, and be entitled to payment plans, to help the customer manage the costs of their electricity consumption.

### **3.1.3 Protecting a vulnerable customer's information**

The ERA has amended the requirements for the protection of information that were in the draft decision.<sup>18, 19</sup> The requirements for family violence policies have been extended.

<sup>18</sup> Recommendation 21 of the ECCC advice.

<sup>19</sup> Clause 91(2)(b) of the new Code.

The retailer must take reasonable steps to protect the vulnerable customer's information if requested. The term 'reasonable steps' ensures retailers must still do everything reasonable to protect a vulnerable customer's information. However, the term also recognises that retailers may not be able to protect the information in all circumstances. For example, if a person (the vulnerable customer) is named on the account, but is not the account holder, then a retailer may not be able to prevent the account holder from accessing the vulnerable customer's personal information, such as their phone number or email address, as the account holder may have a right under their supply contract to access all the information on their account).

The ERA agrees with the ECCC that it is important that customers experiencing family violence understand there may be risks to being named on another customer's account. That is why a new requirement has been included for family violence policies to require retailers to advise a person affected by family violence about the consequences of being named on the account of a customer who is not a vulnerable customer.

## 3.2 Definition of payment plan

The draft Code published with the ERA's draft decision (consultation draft Code) defined a payment plan as an interest-free and fee-free plan under which a residential customer was allowed to pay a bill, arrears or a charge by at least three instalments.<sup>20</sup>

As recommended by the ECCC, the ERA has amended the definition by replacing 'at least 3' with '2 or more'.<sup>21</sup> This ensures that retailers can offer residential customers payment plans of two, rather than three, instalments. The amendment recognises that, under the new Code, retailers have to make payment plans available to all residential customers, not only those experiencing payment difficulties or financial hardship. This is likely to result in more customers asking for a payment plan who only need a short extension of time to pay. Allowing retailers to offer these customers payment plans of two instalments is likely to benefit both customers and retailers.

As pointed out by the ECCC, customers who need more time to pay their outstanding bill or debt will still be entitled to a payment plan of more than two instalments, as the Code requires any payment plan to take account of a customer's capacity to pay.

## 3.3 Providing digital information

In its draft decision, the ERA proposed that retailers, distributors and electricity marketing agents be allowed to meet any requirement to provide information to a customer by referring the customer to their website. If the customer requested that the information be given to them, the retailer, distributor or electricity marketing agent had to provide a copy of the information to the customer<sup>22</sup>

The ERA has further increased the ways retailers, distributors and electricity marketing agents can provide information by allowing them to also refer customers to mobile applications (apps) and electronic communication portals.<sup>23</sup>

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<sup>20</sup> Clause 4(1) of the consultation draft Code.

<sup>21</sup> Recommendation 2 of the ECCC advice.

<sup>22</sup> Clause 5 of the consultation draft Code.

<sup>23</sup> Clause 5(2)(a)(ii) of the new Code.

The amendment recognises that some information will not be available on a retailer's website, as it is specific to the customer's circumstances, such as historical billing data or tariff information. Accessing the information through an app or customer portal often allows the customer to access full data sets or download the data directly into a spreadsheet; options that may not be available if a retailer must provide the information by e-mail or in hardcopy.

A disadvantage of accessing information through apps or customer portals is the customer must first download the app or establish a customer account. The ERA agrees with the ECCC that it is important that customers who do not wish, or are unable, to download an app or establish an account to access information are aware that they are entitled to receive a copy of the information by post or e-mail.<sup>24</sup> The new Code therefore requires that a retailer, distributor or electricity marketing agent who refers a customer to a mobile application or an electronic communication portal also advises the customer that they are entitled to be provided with a copy of the information.<sup>25</sup>

### 3.4 Payment extensions

In its draft decision, the ERA proposed that retailers be required to make payment extensions and payment plans available to all residential customers. Retailers would only have to make one payment extension or plan available per bill.<sup>26</sup> A retailer did not have to make a payment plan available if a customer already had two payment plans cancelled for non-payment over the past 12 months.<sup>27</sup> A similar restriction did not apply to the number of payment extensions that had to be made available.<sup>28</sup>

As recommended by the ECCC, the ERA has placed a cap on the number of payment extensions a retailer must make available.<sup>29</sup> Retailers no longer have to make a payment extension available if a residential customer has, in the previous 12 months, failed to pay at least two bills within the additional time provided by the retailer.<sup>30</sup> Overall, customers are entitled to at least two payment extensions and two payment plans per year. The cap ensures retailers can refuse a payment extension to customers who regularly request extensions but then fail to pay within the agreed timeframe. It does not preclude retailers from offering additional extensions if they want too.

<sup>24</sup> Recommendation 3 of the ECCC advice.

<sup>25</sup> Clause 5(4) of the new Code.

<sup>26</sup> Clause 41(1) and (2) of the consultation draft Code.

<sup>27</sup> Clause 42(3) of the consultation draft Code.

<sup>28</sup> In practice, a retailer had to make a maximum of six payment extensions available per year (if the retailer issued bills bi-monthly). This was because clause 41(2) of the consultation draft Code provided that a customer was only entitled to select one payment extension or payment plan per bill.

<sup>29</sup> Recommendation 6 of the ECCC advice.

<sup>30</sup> Clause 42 of the new Code.

## 3.5 Pre-payment metering

The ERA has made several new amendments to the existing pre-payment meter provisions.

### 3.5.1 *Designation of pre-payment meter areas*

The existing Code restricts the areas in which a pre-payment meter may be operated or offered to those areas that have been declared by the Minister publishing a notice in the Government Gazette.<sup>31</sup>

The ECCC recommended that the ERA delete the provision from the Code as all pre-payment customers are currently supplied by Synergy and Horizon Power.<sup>32</sup> As both Synergy and Horizon Power are government trading enterprises, the Minister can already direct them to only offer pre-payment meter services in prescribed areas without requiring authority from the Code.

The ERA agrees with the ECCC that the amendment is unlikely to affect residential customers. Although the amendment allows retailers other than Synergy and Horizon Power to offer pre-payment meter services, in practice this is unlikely to occur. Most residential customers are non-contestable and can only be supplied by Synergy or Horizon Power.<sup>33</sup>

### 3.5.2 *Assistance for pre-payment customers*

The existing Code requires retailers to provide certain information to pre-payment meter customers who have informed their retailer that they are experiencing difficulties paying for their consumption, or who have been disconnected at least twice for more than 120 minutes in a month.<sup>34</sup> The retailer must provide information about financial assistance programs and independent financial counselling services.

#### *Providing concession information*

The new Code requires retailers to also advise these customers about the concessions that may be available to them and how to access those concessions<sup>35, 36</sup> A similar obligation already applies to retailers for customers with a standard meter who are experiencing financial hardship.<sup>37</sup>

#### *Reducing or waiving fees, charges or debt*

The new Code requires retailers to also give reasonable consideration to a request from pre-payment customers who are experiencing financial hardship, for a reduction of their fees,

<sup>31</sup> Clause 9.1(2) of the 2018 Code; clause 55(2) of the consultation draft Code.

<sup>32</sup> Recommendation 9 of the ECCC advice.

<sup>33</sup> A 'non-contestable' customer is a customer who cannot choose their electricity retailer.

<sup>34</sup> Clause 9.11(2) of the 2018 Code; clause 66 of the consultation draft Code.

<sup>35</sup> Clause 66(2)(b) of the new Code.

<sup>36</sup> Recommendation 11 of the ECCC advice.

<sup>37</sup> Clause 6.8(c) of the 2018 Code; clause 45(c) of the consultation draft Code.

charges or debt.<sup>38, 39</sup> This change ensures consistency with obligations that already exist for residential customers with a standard meter who are experiencing financial hardship.<sup>40</sup>

### **3.5.3 Fees for reverting a pre-payment meter to a standard meter**

The existing Code requires retailers to give reasonable consideration to a request by a residential pre-payment meter customer to waive any fees or charges for replacing their pre-payment meter with a standard meter, if the customer has informed the retailer that they are experiencing difficulties paying for their consumption.<sup>41</sup>

The ECCC recommended that retailers no longer be allowed to charge these customers a fee for reverting to a standard meter.<sup>42</sup> When the provision was originally included in the Code, reverting a pre-payment meter to a standard meter was costly, because it required the pre-payment meter to be removed and replaced by a standard meter. Since then, Horizon Power, which supplies nearly all pre-payment meter customers in Western Australia, has installed advanced (smart) meters. Advanced meters can be remotely programmed to operate as a pre-payment meter or a standard meter, substantially reducing the costs of switching a meter between prepayment and standard functionality.

Allowing customers who are having difficulties paying for their consumption to revert to a standard meter free of charge promotes regulatory outcomes that are in the public interest. Although many pre-payment meter customers prefer pre-payment over post-billing arrangements on a standard meter, pre-payment metering has disadvantages and will not suit every customer. Customers should not be denied access to a standard meter because they cannot afford the cost of reverting to a standard meter.

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<sup>38</sup> Clause 66(5) of the new Code.

<sup>39</sup> Recommendation 12 of the ECCC advice.

<sup>40</sup> Clause 6.6(1) of the 2018 Code; clause 45(1) of the new Code.

<sup>41</sup> Clause 9.11(1) of the 2018 Code; clause 67 of the consultation draft Code.

<sup>42</sup> Recommendation 13 of the ECCC advice.

## 4. Regulatory framework – Requirement for ERA to have regard to certain matters

In performing its functions under the Electricity Act, the ERA must have regard to the requirements of section 26 of the *Economic Regulation Authority Act 2003*. In approving this final decision and all the Code amendments, the ERA has had regard to:

- **The need to promote regulatory outcomes that are in the public interest**

Although it is often in a retailer or distributor's interest to assist customers, sometimes regulatory intervention is needed to achieve an outcome that is in the public interest:

- An example of this is the introduction of protections for customers affected by family violence, including a nine-month disconnection moratorium. The protections will assist a group of customers in vulnerable situations by providing them with safe, supportive, and flexible assistance from their retailer. The vulnerable customer protections have also been extended to other persons named on a customer's account and cover former customers who have an outstanding debt with their retailer.
- Other examples are the proposed changes to the frameworks for financial hardship assessments and contracting out. The requirement that all financial hardship assessments must be performed by retailers will free up valuable time and resources for financial counsellors, who currently undertake many of the assessments. The amendments to the contracting out framework recognise the role of the standard form contract in providing a minimum safety net for customers.
- The new protections for pre-payment meter customers aim to ensure pre-payment meter customers who are struggling to pay for their consumption are entitled to some of the protections available to customers with a standard meter. For example, retailers will now have to give reasonable consideration to a request for a reduction or waiver of fees, charges or debt, and provide customers with information about available concessions. Retailers will also no longer be allowed to charge these customers a fee for reverting their pre-payment meter to a standard meter and must offer protections to vulnerable customers on pre-payment meters.

- **The long-term interests of consumers in relation to the price and quality of electricity services**

An important role of regulation is to promote the long-term interests of customers. This can involve keeping prices low as possible, improving standards or services, or increasing choice:

- Several Code amendments will enable retailers to provide customers with more choice. For example, removing the requirement that all bills must be sent to a physical or email address will allow retailers to issue bills in an account portal or in a mobile application. The Code amendment to allow retailers to base a bill on a method agreed with the customer will allow retailers to offer new products, such as capped energy plans.
- The Code does not have a role in setting retail prices, but it can set standards around the payment for services. Some of the proposals aim to assist customers who are struggling to pay for their service, for example by requiring retailers to make payment extensions and instalment plans available to all residential customers, and by setting standards for instalment plans.

- **The legitimate business interests of retailers, distributors and electricity marketing agents**

Regulation often results in costs for retailers and should therefore only be introduced when needed, such as to prevent abuse of monopoly or market power, to promote regulatory outcomes that are in the public interest, or to ensure the long-term interest of consumers.

- The ERA considers that for various Code protections the same objective could be achieved without regulation, or the benefits of regulation do not outweigh the costs. Accordingly, the ERA has amended the Code to remove several existing regulatory obligations, such as the minimum billing period; maximum timeframes for providing certain information; standards for bill smoothing and direct debit arrangements.
- The new cap on payment extensions aims to balance the right of residential customers to receive a payment extension, with the legitimate business interests of retailers to refuse a payment extension to customers who regularly fail to pay within the additional time provided.
- To ensure that retailers are not required to comply with obligations that, in practice, they may not be able to comply with:
  - The nine-month disconnection moratorium and the requirement that a family violence policy require a retailer to consider a customer's circumstances before disconnecting the supply address, will no longer apply to former customers.
  - Family violence policies will now require retailers to advise customers that, upon request, retailers must take reasonable steps to (rather than 'can') protect the customer's information.

- **The need to promote competitive and fair market conduct**

A small percentage of customers covered by the Code can choose their retailer. These customers may be able to negotiate a lower price or better service by switching retailers. To promote competitive market conduct, the ERA has amended the Code so that retailers are required to give customers on unregulated tariffs five business days' notice of tariff variations. This will help customers make an informed choice on whether to switch retailers or try to negotiate an alternative tariff.

## 5. Code review process and ECCC membership

The ECCC's code review began in mid-2020 and concluded on 20 May 2021 when it delivered its final review report to the ERA. Following the ECCC's review, the ERA published its draft decision for public comment and now this final decision. The ERA also sought the ECCC's advice on the draft decision.

**Table 1: Code review process**

| Milestone  | Date                               |
|--|------------------------------------|
| ECCC – Meeting 1   | 3 September 2020                   |
| ECCC – Meeting 2   | 7 September 2020                   |
| ECCC – Meeting 3   | 21 September 2020                  |
| ECCC – Meeting 4   | 1 October 2020                     |
| ECCC – Meeting 5   | 11 November 2020                   |
| Publication of ECCC draft review report for public comment (11 submissions received) | 30 November 2020 – 29 January 2021 |
| ECCC – Meeting 6   | 19 March 2021                      |
| ECCC – Meeting 7   | 21 March 2021                      |
| Publication of ECCC final review report  | 20 May 2021                        |
| Publication of ERA draft decision for public comment (three submissions received)    | 9 December 2021 – 11 February 2022 |
| ECCC – Meeting 8   | 16 March 2022                      |
| ECCC – Meeting 9   | 8 August 2022                      |
| ECCC – Meeting 10  | 16 August 2022                     |
| Publication of ECCC advice on ERA draft decision                                     | 27 September 2022                  |
| Publication of ERA final decision  | 8 December 2022                    |

Members of the ECCC are:

**Table 2: ECCC members**

| Name  | Agency                        | Representative type     |
|---|-------------------------------|-------------------------|
| Executive Director, Regulation & Inquiries                | ERA                           | Chairperson             |
| Principal Regulatory Officer, Utility Services Regulation | ERA                           | Executive officer       |
| Celia Dufall  | Financial Counselling Network | Consumer representative |
| Graham Hansen   | WACOSS                        | Consumer representative |

| Name             | Agency   | Representative type       |
|------------------|--|---------------------------|
| Diane Hayes      | (formerly) Financial Counsellors' Association of WA                      | Consumer representative   |
| Daniel Pritchard | Circle Green Community Legal Centre                                      | Consumer representative   |
| Stephanie Barnes | Western Power  | Industry representative   |
| David Frankel    | Horizon Power  | Industry representative   |
| Catherine Rousch | Alinta Energy  | Industry representative   |
| Simon Thackray   | Synergy  | Industry representative   |
| Anne Braithwaite | Energy Policy WA   | Government representative |
| Karen Keyser     | Department of Mines, Industry Regulation and Safety, Consumer Protection | Government representative |
| Brent Savage     | Energy Policy WA   | Observer                  |

## **Appendix 1 Code of Conduct for the Supply of Electricity to Small Use Customers 2022**

# Code of Conduct for the Supply of Electricity to Small Use Customers 2022

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**Defined terms**

## Code of Conduct for the Supply of Electricity to Small Use Customers 2022

Approved by the Authority under section 79 of the Act.

### Part 1 — Preliminary

#### 1. Citation

This code is the *Code of Conduct for the Supply of Electricity to Small Use Customers 2022*.

#### 2. Commencement

This code comes into operation as follows —

- (a) clauses 1 and 2 — on the day on which this code is published in the *Gazette*;
- (b) the rest of the code — on 20 February 2023.

#### 3. Terms used

In this code —

***accumulation meter*** has the meaning given in the Metering Code clause 1.3;

***actual value*** has the meaning given in the Metering Code clause 1.3;

***alternative tariff***, for a customer, means a tariff other than the tariff under which the customer is currently supplied electricity;

***appropriately qualified medical practitioner*** means —

- (a) within the Perth metropolitan area —
  - (i) a specialist medical practitioner; or

**cl. 3**

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- (ii) a hospice doctor; or
- (iii) a medical practitioner working in a specialist department of a hospital;

or

- (b) otherwise —
  - (i) a specialist medical practitioner; or
  - (ii) a hospice doctor; or
  - (iii) a medical practitioner working in a specialist department of a hospital; or
  - (iv) a doctor or general practitioner who works at a local hospital or rural health service (whether or not on a full-time basis);

**AS**, followed by a designation, refers to an Australian Standard having that designation that is published by Standards Australia;

**AS/NZS**, followed by a designation, refers to an Australian/New Zealand Standard having that designation that is published jointly by Standards Australia and Standards New Zealand;

**attach** has the meaning given in the Obligation to Connect Regulations regulation 2;

**Australian Consumer Law (WA)** has the meaning given in the *Fair Trading Act 2010* section 17(1);

**basic living needs** includes payments for —

- (a) rent or mortgage; and
- (b) utilities (for example, gas, phone and water); and
- (c) food and groceries; and
- (d) transport (including petrol and car expenses); and
- (e) childcare and school fees; and
- (f) clothing; and
- (g) medical and dental expenses;

**billing cycle** means the regular recurrent period in which a customer receives a bill from a retailer;

**bill issue date** means the date on which a bill is sent by a retailer to a customer;

**business customer** means a customer who is not a residential customer;

**business day** means a day other than a Saturday, a Sunday or a public holiday throughout the State;

**Centrelink** means the Commonwealth agency known as Centrelink;

**Centrepay** means the facility that allows Centrelink customers to have automatic deductions taken from Centrelink payments;

**collective customer** means a customer —

- (a) who receives a single bill from the retailer for electricity supplied at 2 or more supply addresses; or
- (b) who is supplied electricity from the same retailer at multiple sites at a single supply address;

**complaint** means an expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, for which a response or resolution is explicitly or implicitly expected or legally required;

**concession** means a concession, rebate, subsidy or grant, available to residential customers only, related to the supply of electricity;

**connect** means to attach by way of a physical link to an electricity network and to energise the link;

**contact** means contact that is —

- (a) face to face; or
- (b) by telephone; or
- (c) by post; or
- (d) by email or other means of electronic communication;

**contestable customer** means a customer to whom the supply of electricity is not restricted under the *Electricity Corporations Act 2005* section 54;

**cl. 3**

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***contract*** means a standard form contract or a non-standard contract;

***cooling-off period***, in relation to a contract, means the period specified in the contract as the cooling-off period;

***credit retrieval*** means the ability for a pre-payment meter customer to recover any payments made for the supply of electricity;

***customer*** means a person —

- (a) to whom electricity is sold for the purpose of consumption; and
- (b) who consumes not more than 160 MWh of electricity per annum;

***customer experiencing financial hardship*** means a residential customer who has been assessed by a retailer under clause 40 as experiencing financial hardship;

***de-energise*** means the removal of the supply voltage from a meter at a supply address while leaving the supply address attached;

***designated person*** means —

- (a) a residential customer; or
- (b) another person named on the account of a residential customer; or
- (c) a former residential customer who owes a debt to the retailer;

***disconnect*** —

- (a) means to de-energise a customer's supply address; but
- (b) does not include de-energising a customer's supply address in the event of an interruption;

***disconnection warning*** means a notice in writing issued in accordance with clause 48(1)(c) or 51(2)(d);

***distributor*** means a person who holds a distribution licence or integrated regional licence under Part 2 of the Act;

***dual fuel contract*** means a non-standard contract for the sale of electricity and for the sale of gas by a retailer to a contestable customer;

***electricity industry ombudsman*** means the Energy and Water Ombudsman Western Australia performing the functions of electricity industry ombudsman under a scheme approved under Part 7 of the Act and an agreement under the *Parliamentary Commissioner Act 1971* section 34;

***electricity marketing agent*** —

- (a) means a person who acts on behalf of a retailer —
  - (i) for the purpose of obtaining new customers for the retailer; or
  - (ii) in dealings with existing customers in relation to contracts for the supply of electricity by the retailer;

and

- (b) includes a representative, agent or employee of a person referred to in paragraph (a); but
- (c) does not include a customer representative or the Housing Authority;

***emergency*** means the actual or imminent occurrence of an event that —

- (a) in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in the State; or
- (b) destroys or damages, or threatens to destroy or damage, any property in the State;

***energise*** has the meaning given in the Obligation to Connect Regulations regulation 2;

***energy data*** has the meaning given in the Metering Code clause 1.3;

***family violence*** has the meaning given in the *Restraining Orders Act 1997* section 5A;

**cl. 3**

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***financial hardship***, in relation to a residential customer, means a state of long-term financial disadvantage as a result of which the customer is unable to pay an outstanding amount as required by a retailer without affecting the customer's ability to meet the basic living needs of the customer or a dependant of the customer;

***historical debt*** means an amount outstanding for the supply of electricity by a retailer to a customer's previous supply address or supply addresses;

***Housing Authority*** means the body corporate established under the *Housing Act 1980* section 6;

***interruption*** —

(a) means the temporary unavailability of supply of electricity from the distribution network to a supply address; but

(b) does not include a disconnection under Part 7;

***interval meter*** has the meaning given in the Metering Code clause 1.3;

***life support equipment*** means specified equipment under the Life Support Equipment Electricity Subsidy Scheme as administered by the department of the Public Service principally assisting in the administration of the *Taxation Administration Act 2003* immediately before 1 January 2023;

***life support equipment address*** means a supply address registered under Part 11;

***marketing identification number*** means a unique number assigned by a retailer to each electricity marketing agent acting on its behalf;

***meter*** has the meaning given in the Metering Code clause 1.3;

***Metering Code*** means the *Electricity Industry (Metering) Code 2012*;

***metering data agent*** has the meaning given in the Metering Code clause 1.3;

***metrology procedure*** has the meaning given in the Metering Code clause 1.3;

***metropolitan area*** means —

- (a) the Perth metropolitan area; and
- (b) the local government district of Mandurah; and
- (c) the local government district of Murray; and
- (d) the townsites, as constituted under the *Land Administration Act 1997* section 26, of —
  - (i) Albany; and
  - (ii) Bunbury; and
  - (iii) Geraldton; and
  - (iv) Kalgoorlie; and
  - (v) Karratha; and
  - (vi) Port Hedland; and
  - (vii) South Hedland;

***National Interpreter Symbol*** means the national public information symbol “Interpreter Symbol” (with text) developed by the State of Victoria in partnership with the Commonwealth, State and Territory governments in accordance with AS 2342-1992;

***non-contestable customer*** means a customer other than a contestable customer;

***non-standard contract*** has the meaning given in section 47 of the Act;

***Obligation to Connect Regulations*** means the *Electricity Industry (Obligation to Connect) Regulations 2005*;

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***overcharging*** —

- (a) includes the overcharging of a customer as the result of —
  - (i) an error, defect or default for which the retailer or distributor is responsible (including when a meter is found to be defective); or
  - (ii) the retailer basing a bill or bills on estimated energy data that is greater than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by a person employed or appointed by the distributor that passes the validation processes in Appendix 2 of the Metering Code;

but

- (b) does not include an amount charged in accordance with a bill smoothing arrangement;

***payment plan*** has the meaning given in clause 4;

***payment problems*** includes payment problems relating to a historical debt;

***Perth metropolitan area*** means the region described in the *Planning and Development Act 2005* Schedule 3;

***pre-payment meter*** means a meter that requires a customer to pay for the supply of electricity before consumption;

***pre-payment meter customer*** means a customer who has a pre-payment meter operating at the customer's supply address;

***pre-payment meter service*** means a service for the supply of electricity where the customer agrees to purchase electricity by means of a pre-payment meter;

***protected period*** means —

- (a) a Monday, Tuesday, Wednesday or Thursday after 3 pm; or
- (b) a Friday after 12 noon; or

- (c) a Saturday, a Sunday or a public holiday throughout the State; or
- (d) a business day immediately before a public holiday throughout the State;

**recharge facility** means a facility where a pre-payment meter customer can purchase credit for a pre-payment meter;

**reconnect** means to re-energise the customer's supply address following disconnection;

**re-energise** means to restore the supply voltage to the meter at the supply address;

**regional area** means an area in the State other than the metropolitan area;

**relevant consumer representative** —

- (a) means a person who may reasonably be expected to represent the interests of residential customers who are experiencing —
  - (i) difficulties in paying their bills or purchasing credit for the recharge of a pre-payment meter; or
  - (ii) financial hardship;and
- (b) includes financial counsellors;

**relevant standard**, in relation to a retailer or a distributor, has the meaning given in clause 81;

**reminder notice** has the meaning given in clause 48(1)(a);

**residential customer** means a customer who consumes electricity solely for domestic use;

**residential pre-payment meter customer** means a residential customer who has a pre-payment meter operating at the customer's supply address;

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**resolved**, in relation to a complaint, means that —

- (a) a decision or determination has been made by the retailer or distributor (as relevant) with respect to the complaint; and
- (b) in making the decision or determination, the retailer or distributor had regard to the nature and particular circumstances of the complaint, and used all reasonable steps to ensure the best possible approach to addressing the complaint;

**retailer** means a person who holds a retail licence or integrated regional licence under Part 2 of the Act;

**shortened billing cycle** —

- (a) means a billing cycle that is shorter than a customer's standard billing cycle; but
- (b) does not include a billing cycle agreed under clause 19(3);

**standard form contract** has the meaning given in section 47 of the Act;

**supply address** means the premises to which electricity was, is or may be supplied under a contract;

**time band** refers to a period of time within a time of use tariff to which a given tariff rate applies;

**time of use tariff** means a tariff structure in which some or all of the tariff varies according to the time at which electricity is supplied;

**undercharging** —

- (a) includes the undercharging of a customer that is the result of —
  - (i) an error, defect or default for which the retailer or distributor is responsible (including when a meter is found to be defective); or

(ii) the retailer basing a bill or bills on estimated energy data that is less than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by a person employed or appointed by the distributor that passes the validation processes in Appendix 2 of the Metering Code; or

(iii) a failure to issue a bill to a customer;

but

(b) does not include an amount charged in accordance with a bill smoothing arrangement;

**unsolicited consumer agreement** has the meaning given in the Australian Consumer Law (WA) section 69;

**verifiable confirmation** means confirmation that is given to a retailer or electricity marketing agent —

- (a) expressly; and
- (b) in writing or orally; and
- (c) by a customer or a nominated person competent to give the confirmation on the customer's behalf;

**verifiable consent** means consent that is given to a retailer or electricity marketing agent —

- (a) expressly; and
- (b) in writing or orally; and
- (c) by a customer or a nominated person competent to give the consent on the customer's behalf; and
- (d) after the retailer or electricity marketing agent (whichever is relevant) has, in plain language appropriate to the customer, disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used;

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**vulnerable customer** means a designated person —

- (a) who has advised the retailer that they are affected by family violence; or
- (b) who the retailer has reason to believe is affected by family violence.

Note for this clause:

A term used in this code has the same meaning as it has in the *Electricity Industry Act 2004*. See the *Electricity Industry Act 2004* sections 3 and 78 in particular, and the *Interpretation Act 1984* section 44.

**4. Payment plans**

- (1) For the purposes of this code, a **payment plan** is an interest-free and fee-free plan or other arrangement between a retailer and a residential customer under which the customer is allowed to pay a bill, any arrears or a charge (including a disconnection or reconnection charge) by 2 or more instalments while continuing consumption of electricity.
- (2) In subclause (1), a fee includes any fee or charge associated with the establishment or operation of a payment plan that would not otherwise be payable if the residential customer had not entered into the payment plan.

**5. Provision of information to customers**

- (1) In this clause —  
**designated entity** means —
  - (a) a retailer; or
  - (b) a distributor; or
  - (c) an electricity marketing agent.

- (2) If this code requires a designated entity to give or provide information to a customer on request, the designated entity may satisfy this requirement by —
- (a) referring the customer —
    - (i) to the information on a retailer’s or distributor’s website (as the case requires); or
    - (ii) subject to subclause (4), to a mobile application or an electronic communication portal where the information may be obtained;
- or
- (b) providing a copy of the information to the customer.
- (3) The designated entity must provide a copy of the information to the customer if the customer requests a copy.
- (4) A designated entity may rely on subclause (2)(a)(ii) only if the designated entity, when referring a customer to the mobile application or portal, advises the customer that the customer is also entitled to be provided with a copy of the information by the designated entity.
- (5) This clause does not limit any other provision of this code relating to the provision of information.

**6. Variations relating to standard form contracts**

- (1) A retailer and a customer may agree that the following clauses do not apply, or are amended in their application, to a standard form contract —
- (a) clause 18(2);
  - (b) clause 38(1);
  - (c) clause 53;
  - (d) clause 86(2);
  - (e) clause 100(1);
  - (f) clause 100(2).

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- (2) An agreement under subclause (1) may be a written or a verbal agreement.

**7. Variations relating to non-standard contracts**

- (1) A retailer and a customer may agree that the following clauses do not apply, or are amended in their application, to a non-standard contract —
  - (a) clause 18(2);
  - (b) clause 19;
  - (c) clause 20;
  - (d) clause 21(1) to (6);
  - (e) clause 33;
  - (f) clause 34;
  - (g) clause 35;
  - (h) clause 38;
  - (i) clause 53;
  - (j) clause 86(2);
  - (k) clause 100(1);
  - (l) clause 100(2).
- (2) An agreement under subclause (1) may be a written or a verbal agreement.

## **Part 2 — Marketing**

Note for this Part:

This code is not the only compliance obligation in relation to marketing. Other State and Commonwealth laws apply to marketing activities, including the *Fair Trading Act 2010*, the *Spam Act 2003* (Commonwealth), the *Spam Regulations 2021* (Commonwealth), the *Do Not Call Register Act 2006* (Commonwealth), the *Telecommunications (Telemarketing and Research Calls) Industry Standard 2017* (Commonwealth) and the *Privacy Act 1988* (Commonwealth).

### **Division 1 — Retailer obligations**

#### **8. Retailers must ensure electricity marketing agents comply with Part**

A retailer must ensure that its electricity marketing agents comply with this Part.

### **Division 2 — Contracts and information to be provided to customers**

#### **9. Entering into standard form contract**

- (1) When a retailer and a customer enter into a standard form contract that is not an unsolicited consumer agreement, the retailer or an electricity marketing agent must —
  - (a) record the date on which the standard form contract was entered into; and
  - (b) give or make available to the customer, at no charge, a copy of the standard form contract —
    - (i) if the standard form contract is entered into by telephone — as soon as possible, but not more than 5 business days, after the standard form contract is entered into; or
    - (ii) otherwise — at the time the standard form contract is entered into.

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**Division 2** Contracts and information to be provided to customers

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- (2) Unless subclause (3) applies, if a customer enters into a standard form contract with a retailer, the retailer or an electricity marketing agent must give the following information to the customer before or at the time of giving the customer's 1<sup>st</sup> bill —
- (a) how the customer may obtain —
    - (i) a copy of this code; and
    - (ii) details of all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;
  - (b) the scope of this code;
  - (c) that retailers and electricity marketing agents must comply with this code;
  - (d) how the retailer may assist if the customer is experiencing problems paying a bill;
  - (e) in the case of a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about their eligibility to receive those concessions;
  - (f) the distributor's 24-hour telephone number for faults and emergencies;
  - (g) in the case of a residential customer —
    - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
    - (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
  - (h) how to make an enquiry of, or complaint to, the retailer;
  - (i) general information on the safe use of electricity.

- (3) A retailer or an electricity marketing agent is not required to give the information set out in subclause (2) to a customer if —
- (a) the retailer or an electricity marketing agent has given the information to the customer within the preceding 12 months; or
  - (b) the retailer or an electricity marketing agent has informed the customer how the customer may obtain the information and the customer has not requested to be given the information.

**10. Entering into non-standard contract**

- (1) When a retailer and a customer enter into a non-standard contract that is not an unsolicited consumer agreement, the retailer or an electricity marketing agent must —
- (a) obtain and make a record of the customer's verifiable consent to entering into the non-standard contract; and
  - (b) give or make available to the customer, at no charge, a copy of the non-standard contract —
    - (i) if the non-standard contract is entered into by telephone — as soon as possible, but not more than 5 business days, after the non-standard contract is entered into; or
    - (ii) otherwise — at the time the non-standard contract is entered into.
- (2) Before a retailer enters into a non-standard contract with a customer, the retailer or an electricity marketing agent must give the customer the following information —
- (a) if the retailer is required to offer to supply electricity to the customer under a standard form contract —
    - (i) a statement that the customer is able to choose the standard form contract offered by the retailer; and

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**Division 2** Contracts and information to be provided to customers

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- (ii) details of the difference between the non-standard contract and the standard form contract;
  - (b) if the customer is a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about their eligibility to receive those concessions;
  - (c) details of any right the customer may have to rescind the non-standard contract during the cooling-off period and the charges that may apply if the customer rescinds the non-standard contract.
- (3) Unless subclause (4) applies, if a customer enters into a non-standard contract with a retailer, the retailer or an electricity marketing agent must give the following information to the customer before or at the time of giving the customer's 1<sup>st</sup> bill —
  - (a) how the customer may obtain —
    - (i) a copy of this code; and
    - (ii) details of all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;
  - (b) the scope of this code;
  - (c) that retailers and electricity marketing agents must comply with this code;
  - (d) how the retailer may assist if the customer is experiencing problems paying a bill;
  - (e) the distributor's 24-hour telephone number for faults and emergencies;
  - (f) in the case of a residential customer —
    - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and

- (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
  - (g) how to make an enquiry of, or complaint to, the retailer;
  - (h) general information on the safe use of electricity.
- (4) A retailer or electricity marketing agent is not required to give the information set out in subclause (3) to a customer if —
  - (a) the retailer or an electricity marketing agent has given the information to the customer within the preceding 12 months; or
  - (b) the retailer or an electricity marketing agent has informed the customer how the customer may obtain the information and the customer has not requested to be given the information.
- (5) A retailer or electricity marketing agent must obtain the customer's verifiable confirmation that the information referred to in subclause (2) has been given.

### **Division 3 — Marketing conduct**

#### **11. Standards of conduct**

- (1) A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers of the retailer and that any prices that exclude concessions are disclosed.
- (2) A retailer or electricity marketing agent must ensure that a customer of the retailer is able to contact the retailer or electricity marketing agent on the retailer's or electricity marketing agent's contact details, including their telephone number, during the normal business hours of the retailer or electricity marketing agent for the purposes of enquiries, verifications and complaints.

**12. Contact for purposes of marketing**

- (1) A retailer or electricity marketing agent who contacts a customer for the purposes of marketing must, on request by the customer, provide the customer with —
  - (a) the complaints telephone number of the retailer on whose behalf the contact is being made; and
  - (b) the contact details for the electricity industry ombudsman; and
  - (c) in the case of contact by an electricity marketing agent — the electricity marketing agent’s marketing identification number.
  
- (2) A retailer or electricity marketing agent who meets with a customer face to face for the purposes of marketing must —
  - (a) display a clearly visible and legible identity card that shows —
    - (i) the first name of the person who is meeting with the customer; and
    - (ii) a photograph of the person who is meeting with the customer; and
    - (iii) in the case of an electricity marketing agent — the electricity marketing agent’s marketing identification number; and
    - (iv) the name of the retailer on whose behalf the contact is being made;and
  - (b) on request by the customer, provide the following information, in writing, to the customer —
    - (i) the first name of the person who is meeting with the customer;
    - (ii) in the case of an electricity marketing agent — the electricity marketing agent’s marketing identification number;

- (iii) the name of the retailer on whose behalf the contact is being made;
  - (iv) the complaints telephone number of the retailer on whose behalf the contact is being made;
  - (v) the business address and Australian Business Number or Australian Company Number of the retailer on whose behalf the contact is being made;
  - (vi) the contact details for the electricity industry ombudsman.
- (3) A retailer or electricity marketing agent must comply with a request under subclause (2)(b) as soon as practicable after it is made by the customer.

**13. Compliance with signs**

A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clearly visible signs at the person's premises indicating —

- (a) that canvassing is not permitted at the premises; or
- (b) that no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at, or associated with, the premises.

**Division 4 — Miscellaneous**

**14. Compliance with code**

- (1) An electricity marketing agent who contravenes a provision of this Part commits an offence.

Penalty for this subclause:

- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20 000.

- (2) If an electricity marketing agent contravenes a provision of this Part while acting on behalf of a retailer, the retailer commits an offence.

Penalty for this subclause:

- (a) for an individual, \$5 000;
  - (b) for a body corporate, \$20 000.
- (3) It is a defence to a prosecution for an offence under subclause (2) if the retailer proves that the retailer used reasonable endeavours to ensure that the electricity marketing agent complied with this code.

**15. Presumption of authority**

- (1) This clause applies to a person who carries out a marketing activity in the name of or for the benefit of —
- (a) a retailer; or
  - (b) an electricity marketing agent.
- (2) The person is taken, unless the contrary is proved, to have been employed or authorised by the retailer or electricity marketing agent to carry out the marketing activity.

**16. Electricity marketing agent complaints**

An electricity marketing agent must —

- (a) keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about the marketing carried out by or on behalf of the electricity marketing agent; and
- (b) on request by the electricity industry ombudsman in relation to a particular complaint, give to the electricity industry ombudsman, within 28 days after receiving the request, all information that the electricity marketing agent has relating to the complaint.



## **Part 3 — Connection**

### **18.        Obligation to forward connection request**

- (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 connection to the distributor for the purpose of arranging for the connection of the customer's supply address (if the customer's supply address is not already connected).
- (2) A retailer must forward the customer's request for connection to the distributor —
  - (a) if the request is received before 3 pm on a business day — on that same day; or
  - (b) if the request is received on or after 3 pm on a business day or on a Saturday, a Sunday or a public holiday throughout the State — no later than the next business day.

Note for this clause:

The Obligation to Connect Regulations provide regulations in relation to the obligation on a distributor to energise and connect a premises.

## Part 4 — Billing

### Division 1 — Billing cycles

#### 19. Standard billing cycle

- (1) Unless subclause (2) applies, a retailer must issue a bill to a customer at least once every 100 days.
- (2) A retailer may issue a bill that is outside the timeframe under subclause (1) if the retailer —
  - (a) has not received the required energy data from the distributor for the purpose of preparing the bill, despite using its best endeavours to obtain the energy data from the distributor; or
  - (b) is unable to comply with the timeframe due to the actions of the customer in circumstances in which —
    - (i) the customer is supplied with electricity under a deemed contract pursuant to the *Electricity Industry (Customer Contracts) Regulations 2005* regulation 37; and
    - (ii) the bill is the 1<sup>st</sup> bill issued to that customer at that supply address.
- (3) A retailer and a customer may agree to a billing cycle with a regular recurrent period that differs from the customer's standard billing cycle if —
  - (a) the retailer obtains the customer's verifiable consent to the new billing cycle; and
  - (b) the regular recurrent period of the new billing cycle does not exceed 100 days.

#### 20. Shortened billing cycle

- (1) A retailer must not place a customer on a shortened billing cycle unless subclause (2) applies.

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- (2) A retailer may place a customer on a shortened billing cycle if —
- (a) in the case of a residential customer — the customer is not a customer experiencing financial hardship; and
  - (b) the retailer has given the customer a reminder notice for 3 consecutive bills; and
  - (c) before the 3<sup>rd</sup> reminder notice is given to the customer, the retailer has given the customer a notice informing the customer that —
    - (i) receipt of a 3<sup>rd</sup> reminder notice may result in the customer being placed on a shortened billing cycle; and
    - (ii) in the case of a residential customer — assistance is available for residential customers experiencing problems paying their bills; and
    - (iii) the customer may obtain further information from the retailer on a specified telephone number; and
    - (iv) once on a shortened billing cycle, the customer must pay 3 consecutive bills by the due date to return to the customer's former billing cycle.
- (3) The retailer must, within 10 business days after placing the customer on a shortened billing cycle under subclause (2), give the customer notice that —
- (a) the customer has been placed on a shortened billing cycle; and
  - (b) the customer must pay 3 consecutive bills by the due date shown on each bill to return to the customer's former billing cycle; and
  - (c) failure to make a payment may result in arrangements being made for disconnection of the supply of electricity.

- (4) A billing cycle shortened under subclause (2) must be at least 10 business days.
- (5) A retailer must, on request, return a customer who is subject to a shortened billing cycle under subclause (2) and has paid 3 consecutive bills by the due date to the customer's former billing cycle.
- (6) A retailer must inform a customer who is subject to a shortened billing cycle under subclause (2), at least once every 3 months, that if the customer pays 3 consecutive bills by the due date of each bill, the customer will be returned, on request, to the customer's former billing cycle.

### **Division 2 — Contents of bill**

#### **21. Contents of bill**

- (1) In addition to any information required to be included on a customer's bill under another provision of this code, a retailer must include the information set out in this clause on the customer's bill.
- (2) The bill must include the following information in relation to the particular service —
  - (a) the supply address;
  - (b) the customer's name and account number;
  - (c) a meter identification number (if relevant).
- (3) The bill must include the following information in relation to supply and consumption of electricity —
  - (a) the start and end date of the supply period;
  - (b) the number of days covered by the bill;
  - (c) either —
    - (i) if the customer is on a time of use tariff — the customer's consumption or estimated

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- consumption for each time band in the time of use tariff; or
- (ii) in any other case — the customer's consumption or estimated consumption;
- (d) unless the customer is a collective customer, the average daily consumption.
- (4) The bill must include the following information in relation to amounts due and payments —
- (a) the amount due;
  - (b) if there is an accumulation meter installed at the supply address — the current meter reading or estimate or, if the customer is on a time of use tariff, the current meter reading or estimate for each time band in the time of use tariff;
  - (c) if there is no meter installed at the supply address — the basis on which the amount due has been calculated;
  - (d) the applicable tariffs;
  - (e) the amount of any arrears or credit standing to the customer's name;
  - (f) the amount of any other fees or charges and details of the service provided in connection with those fees or charges;
  - (g) in the case of a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about eligibility for those concessions;
  - (h) if applicable, the value and type of any concessions provided to the customer that are administered by the retailer;
  - (i) a statement advising the customer that assistance is available if the customer is experiencing problems paying the bill;
  - (j) a telephone number for billing and payment enquiries;

- (k) if applicable and not included on a separate statement —
    - (i) payments made under a payment plan that has not been completed; and
    - (ii) the total amount outstanding under the payment plan;
  - (l) if applicable, a statement that an additional fee may be imposed to cover the costs of late payment from the customer;
  - (m) to the extent that the data is available, a graph or bar chart showing the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year;
  - (n) the average daily cost of consumption, including charges ancillary to the consumption of electricity, unless the customer is a collective customer;
  - (o) the date by which the bill must be paid;
  - (p) a summary of the applicable payment methods.
- (5) If the customer has an export purchase agreement with the retailer, the bill must include the following information —
- (a) if the customer has an accumulation meter installed and an export meter reading has been obtained — the export meter reading;
  - (b) either —
    - (i) if the customer is on a time of use tariff — the amount, or estimated amount, of electricity exported by the customer for each time band in the time of use tariff; or
    - (ii) in any other case — the amount, or estimated amount, of electricity exported by the customer.
- (6) The bill must include the following ancillary information —
- (a) a telephone number for complaints;

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- (b) the contact details for the electricity industry ombudsman;
  - (c) the distributor's 24-hour telephone number for faults and emergencies.
- (7) Subclause (2)(b) does not apply if the customer is supplied under a deemed contract pursuant to the *Electricity Industry (Customer Contracts) Regulations 2005* regulation 37.
- (8) Subclause (4)(m) does not apply if the bill is —
  - (a) not indicative of a customer's actual consumption; or
  - (b) not based on a meter reading; or
  - (c) for a collective customer.
- (9) If a retailer wishes to bill a customer for a historical debt, the retailer must give the following information to the customer no later than the next bill in the customer's billing cycle —
  - (a) the amount of the historical debt;
  - (b) the basis of the historical debt.

**Division 3 — Basis of bill**

**22. Basis of bill**

- (1) A retailer must base a customer's bill —
  - (a) on energy data provided for the relevant meter at the customer's supply address provided by the distributor or metering data agent; or
  - (b) if there is no meter installed at the customer's supply address — on energy data that is calculated in accordance with the metrology procedure, the Metering Code or any other applicable law; or
  - (c) if the customer has entered into a non-standard contract — on any other method agreed between the retailer and the customer.

- (2) A bill will be taken to comply with subclause (1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the retailer and the customer.
- (3) If a retailer is required to comply with subclause (1)(a), the retailer must use its best endeavours to ensure that an actual value is obtained as frequently as required to prepare its bills.
- (4) The retailer must ensure that the customer is provided with a written record of any method agreed between the retailer and the customer under subclause (1)(c).

### **23. Estimations**

- (1) If a retailer has based a customer's bill on an estimation, the retailer must clearly specify on the bill that —
  - (a) the retailer has based the bill on an estimation; and
  - (b) the retailer will provide to the customer on request —
    - (i) the basis of the estimation; and
    - (ii) the reason for the estimation;and
  - (c) the customer may request —
    - (i) a verification of energy data; and
    - (ii) a meter reading.
- (2) A retailer must provide to a customer on request —
  - (a) the basis for the estimation; and
  - (b) the reason for the estimation.
- (3) For the purposes of this clause, a bill is taken to be based on an estimation in relation to an interval meter if —
  - (a) more than 10% of the interval meter readings are estimated interval meter readings; and
  - (b) the actual energy data cannot otherwise be ascertained.

**24. Replacement of estimation with actual value**

- (1) This clause applies if —
  - (a) a retailer has based a bill on an estimation because a customer failed to provide access to the meter; and
  - (b) the customer —
    - (i) subsequently requests the retailer to replace the estimated bill with a bill based on an actual value; and
    - (ii) pays the retailer’s reasonable charge for reading the meter (if any); and
    - (iii) provides due access to the meter.
- (2) The retailer must use its best endeavours to replace the estimated bill with a bill based on an actual value.

**Division 4 — Change of tariffs**

**25. Customer request for change of tariff**

- (1) A retailer must comply with subclause (2) if the retailer offers alternative tariffs and a customer —
  - (a) requests the retailer to transfer from that customer’s current tariff to another tariff; and
  - (b) demonstrates to the retailer that the customer satisfies all of the conditions relating to that other tariff and any conditions imposed by the customer’s distributor.
- (2) The retailer must transfer the customer to the other tariff referred to in subclause (1)(a) within 10 business days after the customer complies with subclause (1)(b).
- (3) If a customer transfers from 1 tariff to another under this clause, the effective date of the transfer is —
  - (a) unless paragraph (b) applies — the date on which a meter reading is obtained; or

- (b) if the transfer requires a change to the meter at the customer's supply address — the date on which the meter change is completed.

**26. Tariff change if former tariff unavailable**

- (1) This clause applies if a customer is no longer eligible to receive a tariff under which the customer is currently supplied electricity at the customer's supply address.
- (2) The retailer must, before changing the customer to another tariff, notify the customer of the proposed change.

**Division 5 — Review of bill and energy data checking**

**27. Review of bill**

- (1) If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill if the customer —
  - (a) requests a review; and
  - (b) if the customer has not already paid the bill, pays the lesser of the following —
    - (i) that portion of the bill under review that the customer and the retailer agree is not in dispute;
    - (ii) an amount equal to the average amount of the customer's bills over the previous 12 months (excluding the bill in dispute).
- (2) If, after conducting a review, a retailer is satisfied that the bill —
  - (a) is correct, the retailer —
    - (i) may require the customer to pay the amount (if any) of the bill that is still outstanding; and
    - (ii) must advise the customer that the customer may request a meter test; and

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- (iii) must advise the customer of the existence and operation of the retailer's standard complaints and dispute resolution procedures and details about making a complaint to the electricity industry ombudsman;
- or
- (b) is incorrect, the retailer —
  - (i) must comply with clause 29 or 30, as the case requires; and
  - (ii) may require the customer to pay the amount (if any) of the bill that is still outstanding.
- (3) The retailer must inform a customer of the outcome of the review as soon as practicable after it is completed.
- (4) If a retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review, the retailer must notify the customer of the status of the review as soon as practicable after the expiration of that period.
- (5) The initiation of a review does not remove the requirement for the customer to pay future bills as they fall due.

**28. Energy data checking**

- (1) If a customer, after receiving a bill, requests that the energy data be checked or the meter be tested, the retailer must arrange for a check of the energy data or testing of the meter (as the case requires).
- (2) The customer may be required to pay the retailer's reasonable charge for a check or testing under subclause (1).
- (3) If the energy data is checked and found to be incorrect or the meter is tested and found to be defective, the retailer must refund any payment made under subclause (2).

**Division 6 — Undercharging and overcharging**

**29. Undercharging**

- (1) If a retailer proposes to recover an amount that has been undercharged, the retailer must —
  - (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months before the date on which the retailer notified the customer of the undercharging; and
  - (b) notify the customer of the amount to be recovered no later than the next bill after the retailer becomes aware of the undercharging, and provide an explanation of the basis on which the amount was calculated; and
  - (c) unless subclause (3) applies, not charge the customer interest on the amount to be recovered or require the customer to pay a late payment fee; and
  - (d) in the case of a residential customer — offer the customer time to pay the amount to be recovered by means of a payment plan in accordance with clause 43 for a period at least equal to the period over which the recoverable undercharging occurred.
- (2) Subclause (1)(a), (c) and (d) do not apply if the undercharging has occurred because the customer has denied access to the meter at the supply address for more than 12 months.
- (3) If, after notifying a customer of the amount to be recovered in accordance with subclause (1)(b), the customer fails to pay the amount by the due date and does not enter into a payment plan under subclause (1)(d) (if that subclause applies), a retailer may do either but not both of the following —
  - (a) charge the customer interest on the amount from the due date;
  - (b) require the customer to pay a late payment fee.

**30. Overcharging**

- (1) If a customer (including a customer who has vacated the supply address) has been overcharged, the retailer must use its best endeavours to inform the customer of the amount overcharged within 10 business days after the retailer becomes aware of the overcharging and, subject to this clause, ask the customer for instructions as to whether the amount should be credited to —
  - (a) the customer's next bill; or
  - (b) a bank account nominated by the customer.
- (2) If a retailer receives instructions under subclause (1), the retailer must deal with the amount in accordance with the customer's instructions within 12 business days after receiving the instructions.
- (3) However, if a retailer does not receive instructions under subclause (1) within 5 business days after making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's next bill.
- (4) If a customer has been overcharged an amount that is less than \$100, the retailer may credit the amount to the customer's next bill instead of complying with subclause (1).
- (5) No interest is payable on an amount that has been overcharged.
- (6) Despite subclauses (1) to (5), if a customer has been overcharged and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the amount of the overcharge to set off the debt.
- (7) Subclause (6) does not apply if the customer is a customer experiencing financial hardship.
- (8) If there remains an amount in credit after a set-off under subclause (6), the retailer must deal with the amount in accordance with subclauses (1) to (4) (depending on the amount that remains in credit).

**Division 7 — Final bill**

**31. Request for final bill**

- (1) If a customer requests the retailer to arrange for the preparation and issue of a final bill for the customer's supply address, the retailer must use its best endeavours to arrange for —
  - (a) a meter reading; and
  - (b) the preparation and issue of a final bill for the supply address in accordance with the customer's request.
- (2) Unless subclause (4) applies, if the customer's account is in credit at the time of account closure, a retailer must, at the time of the final bill, ask the customer for instructions as to whether the amount of the credit should be transferred to —
  - (a) another account the customer has, or will have, with the retailer; or
  - (b) a bank account nominated by the customer.
- (3) The retailer must, in accordance with the customer's instructions under subclause (2), transfer the amount of the credit within —
  - (a) 12 business days after receiving the instructions; or
  - (b) another period agreed with the customer.
- (4) If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the credit to set off the debt.
- (5) If, after a set-off under subclause (4), there remains an amount of credit, the retailer must deal with the amount in accordance with subclauses (2) and (3).

**Division 8 — Providing bills under standard form contracts**

**32. Provision of bills**

- (1) A retailer must allow a customer who has entered into a standard form contract to choose to receive bills —
  - (a) by post as paper bills; or
  - (b) by email sent to an email address provided by the customer.
- (2) Subclause (1) applies despite any other arrangement or agreement that may be in place between the retailer and the customer in relation to paying bills.

## Part 5 — Payment

### 33. Payment date

The date by which a bill must be paid must be not earlier than 12 business days from the bill issue date.

### 34. Payment methods

- (1) A retailer must accept payment for a bill in the following ways —
  - (a) in person at 1 or more payment outlets located within the local government district of the customer's supply address;
  - (b) by telephone;
  - (c) by post;
  - (d) for Centrelink customers — by Centrepay;
  - (e) by electronic funds transfer.
- (2) This clause does not limit any other method for the payment of a bill that may be agreed between the retailer and the customer, including the option of payment by direct debit.

### 35. Payment in advance

- (1) Subject to this clause, a retailer must accept payment in advance from a customer.
- (2) A retailer is not required to credit interest to an amount paid in advance.
- (3) The amount of \$20 is the minimum amount that a retailer is required to accept as a payment in advance from a customer (although the retailer may accept a lower amount if it thinks fit).
- (4) A retailer may determine an amount (a *maximum credit amount*) that a customer's account may be in credit.

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- (5) A maximum credit amount must not be less than \$100.
- (6) If a retailer determines a maximum credit amount, the retailer must publish the maximum credit amount on its website.
- (7) A retailer is not obliged to accept payment in advance if the customer's account is in credit for more than the maximum credit amount.
- (8) If a customer's account is in credit for more than the maximum credit amount, the retailer may refund any amount in excess of the maximum credit amount to the customer at any time.

**36.        Redirection of bills**

A retailer must redirect a customer's bill to a different address (including to an email address or a different email address) on the customer's request and at no charge.

**37.        Late payment fee**

- (1) A retailer must not charge a residential customer a late payment fee in connection with the payment of a bill if —
  - (a) the customer receives a concession, unless the customer has received 2 or more reminder notices within the previous 12 months; or
  - (b) the customer and the retailer have agreed to —
    - (i) the customer being given additional time to pay a bill under Part 6, and the customer pays the bill by the new due date; or
    - (ii) a payment plan under Part 6, and the customer is making payments in accordance with the payment plan;or
  - (c) subject to subclause (2), the customer has made a complaint directly related to the non-payment of the bill

to the retailer or the electricity industry ombudsman  
and —

- (i) if the complaint has been made to the retailer —  
the complaint has not been resolved by the  
retailer, or the complaint has been resolved by  
the retailer in favour of the customer; or
- (ii) if the complaint has been made to the electricity  
industry ombudsman — the complaint has not  
been determined, or has been upheld by the  
electricity industry ombudsman;

or

- (d) the customer is a customer experiencing financial  
hardship.
- (2) If a retailer has charged a late payment fee in the circumstances  
set out in subclause (1)(c)(ii) because the retailer was not aware  
of the complaint, the retailer does not contravene  
subclause (1)(c)(ii) but must refund the late payment fee on the  
customer's next bill (unless a fee is payable under  
subclause (3)).
  - (3) If a complaint referred to in subclause (1)(c) is not resolved in  
favour of the customer, any late payment fee must be calculated  
from the date of the retailer's or the electricity industry  
ombudsman's decision (as the case may be).
  - (4) If a retailer has charged a residential customer a late payment  
fee, the retailer must not charge an additional late payment fee  
in relation to the same bill within 5 business days after the day  
on which the customer receives the previous late payment fee  
notice.
  - (5) A retailer must not charge a residential customer more than  
2 late payment fees in relation to the same bill or more than  
12 late payment fees in a 12-month period.

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- (6) If a residential customer has been assessed as a customer experiencing financial hardship, a retailer must retrospectively waive any late payment fee charged under the customer's last bill before the assessment was made.

**38. Vacating supply address**

- (1) Except as set out in this clause, if a customer gives notice and vacates the supply address within the time specified in the notice, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from —
  - (a) if the customer gave at least 5 days' notice — the date on which the customer vacated the supply address; or
  - (b) in any other case — 5 days after the customer gave notice.
- (2) If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate the supply address, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date on which the customer gave the retailer notice.
- (3) For the purposes of subclauses (1) and (2), notice is given if a customer —
  - (a) informs a retailer of the date on which the customer intends to vacate, or has vacated, the supply address; and
  - (b) gives the retailer a forwarding address (which may be an email address) to which a final bill may be sent.
- (4) Despite subclauses (1) and (2) —
  - (a) if the retailer and a new customer enter into a contract for the supply address, the retailer must not require the previous customer to pay for electricity consumed at the supply address from the date on which the contract with the new customer becomes effective; and

- (b) if a new retailer becomes responsible for the supply of electricity to the supply address, the previous retailer must not require the customer to pay for electricity consumed at the supply address from the date on which the new retailer becomes responsible.
- (5) Despite subclauses (1), (2) and (4), a retailer's right to payment does not terminate in relation to any amount that was due up until the termination of the contract.

**39. Debt collection**

- (1) A retailer must not commence proceedings for recovery of a debt —
  - (a) from a residential customer who has informed the retailer in accordance with clause 40 that the customer is experiencing payment problems, unless and until the retailer has complied with all the requirements of clause 40 and (if applicable) clause 41(3); and
  - (b) while a residential customer continues to make payments under an alternative payment arrangement under Part 6.
- (2) A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than a customer with whom the retailer has or had entered into a contract for the supply of electricity to that customer's supply address.
- (3) If a customer with a debt owing to a retailer requests the retailer to transfer the debt to another customer, the retailer may transfer the debt to the other customer if the retailer obtains the other customer's verifiable consent to the transfer.

## **Part 6 — Payment assistance**

### **Division 1 — Assessment of financial situation**

#### **40. Assessment**

- (1) Unless subclause (2) or (5) applies, if a residential customer informs a retailer that the customer is experiencing payment problems, the retailer must, within 5 business days, assess whether the customer is experiencing financial hardship.
- (2) If a residential customer provides a retailer with an assessment from a relevant consumer representative the retailer may adopt that assessment as its own assessment for the purposes of subclause (1).
- (3) When undertaking the assessment required by subclause (1) the retailer must give reasonable consideration to —
  - (a) information —
    - (i) given by the residential customer; and
    - (ii) requested or held by the retailer;
  - or
  - (b) advice given by a relevant consumer representative (if any).
- (4) A retailer must, on request, advise a residential customer of the outcome of an assessment, including the reasons for the outcome of the assessment, under subclause (1).
- (5) A retailer is not required to undertake an assessment under subclause (1) if the retailer has previously undertaken an assessment in relation to the customer unless the customer has indicated that there has been a change in their circumstances since that previous assessment.



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to manage their bills for ongoing consumption during the period of the payment plan.

Examples for this subclause:

A retailer may offer to assist a residential customer:

- (a) by estimating the customer's consumption over the period of the plan and building this into any repayment schedule at the start of the plan; or
  - (b) by giving consideration to rolling new bills into the plan as time progresses.
- (3) If a residential customer has, in the previous 12 months, had 2 payment plans cancelled due to non-payment, a retailer is not required to offer the customer another payment plan under this Division unless the retailer is satisfied that the customer will comply with the payment plan.
- (4) For the purposes of subclause (3), cancellation does not include the variation of a payment plan under clause 44.
- (5) If a residential customer accepts a payment plan, the retailer must, within 5 business days after the customer accepts the payment plan, provide the customer with information in writing that specifies —
- (a) the terms of the payment plan, including the number of payments, the amount of each payment, when each payment must be made and how the payments are calculated; and
  - (b) the consequences of not complying with the payment plan; and
  - (c) the importance of making contact with the retailer to ask for further assistance if the customer cannot comply with, or continue to comply with, the payment plan.
- (6) However, the retailer is not required to comply with subclause (5) if the retailer has provided to the customer the information referred to in that subclause within the preceding 12 months.

**44. Variation of payment plans**

- (1) A retailer must review a payment plan at the request of a residential customer.
- (2) A retailer is not required to undertake a review under subclause (1) on more than 2 occasions in any 12-month period (but may agree to undertake 1 or more additional reviews if the retailer thinks fit).
- (3) The retailer must offer to vary a payment plan if a review under subclause (1) indicates that the customer is unable to meet obligations under the payment plan.
- (4) The retailer must, within 5 business days after the customer accepts an offer to vary the payment plan, provide the customer with information that clearly explains, and assists the customer to understand, the variation.
- (5) The retailer must not vary a payment plan without the customer's agreement.
- (6) An agreement under subclause (5) must relate to the particular variation rather than under a general agreement to future variations.
- (7) Nothing in this clause prevents a retailer from cancelling a payment plan if the customer fails to comply with the payment plan.

**Division 3 — Additional assistance available to residential  
customers experiencing financial hardship**

**45. Reductions of fees, charges or debt and provision of advice**

- (1) A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative for the customer, for a reduction of the customer's fees, charges or debt.

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- (2) In acting under subclause (1), a retailer must take into account its hardship policies and procedures under clause 46.
- (3) A retailer must advise a customer experiencing financial hardship of the —
  - (a) customer's right to have a bill redirected to a different address (including an email address) at no charge; and
  - (b) payment methods available to the customer; and
  - (c) concessions that may be available to the customer and how to access them; and
  - (d) different types of tariffs that may be available to the customer; and
  - (e) independent financial counselling services and relevant consumer representatives available to assist the customer; and
  - (f) availability of any other financial assistance offered by the retailer, and how to access this assistance.

**46. Hardship policy and hardship procedures**

- (1) A retailer must develop, maintain and implement a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer.
- (2) The hardship policy must —
  - (a) include a statement encouraging customers to contact the retailer if they are experiencing problems paying their bill; and
  - (b) include a statement advising that the retailer will treat all customers sensitively and respectfully; and
  - (c) include a statement that the retailer may reduce or waive fees, charges or debt; and
  - (d) include an objective set of hardship indicators; and

- (e) include —
    - (i) an overview of the payment and other assistance available to customers under this Part (other than the retailer's requirement to advise the customer of the ability to pay in advance and the matters referred to in clause 45(3)(a), (b) and (d)); and
    - (ii) a statement that the retailer offers residential customers the right to pay their bill by Centrepay; and
    - (iii) a statement that the retailer is able to provide further details on request;and
  - (f) include an overview of any concessions that may be available to the retailer's customers; and
  - (g) include —
    - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
    - (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;and
  - (h) for printed copies of the hardship policy — be available in large-print copies; and
  - (i) include a statement specifying how the retailer will treat information disclosed by the customer to the retailer and information held by the retailer in relation to the customer.
- (3) The hardship procedures must —
- (a) provide for the training of staff (including call centre staff, field officers and all subcontractors employed to engage with customers experiencing financial hardship)

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- about issues related to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship; and
- (b) include guidance —
    - (i) that assists the retailer in identifying residential customers who are experiencing financial hardship; and
    - (ii) that assists the retailer in determining a residential customer's usage needs and capacity to pay when determining the terms of a payment plan; and
    - (iii) about the suspension of disconnection and debt recovery procedures; and
    - (iv) about the reduction or waiver of fees, charges or debt; and
    - (v) about the recovery of debt;and
  - (c) require that the retailer's credit management staff have a direct telephone number and that the number be provided to relevant consumer representatives.
- (4) A retailer must consult with relevant consumer representatives whenever the retailer is —
- (a) developing a hardship policy or hardship procedures; or
  - (b) making a material amendment to its hardship policy.
- (5) A retailer must —
- (a) provide a copy of its hardship policy to the Authority;  
and
  - (b) provide a copy of the amended policy to the Authority if it makes a material amendment to the policy.

- (6) If directed by the Authority, a retailer must, within a period specified by the Authority —
- (a) review its hardship policy or hardship procedures; and
  - (b) consult with relevant consumer representatives for the purposes of the review; and
  - (c) submit the results of the review to the Authority.

**Division 4 — Business customers experiencing payment difficulties**

**47. Alternative payment arrangements**

A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.

## **Part 7 — Disconnection**

### **Division 1 — Conduct in relation to disconnection**

#### **Subdivision 1 — Disconnection for failure to pay bill**

#### **48. General requirements**

- (1) Before arranging for the disconnection of a customer's supply address for failure to pay a bill, a retailer must —
  - (a) not less than 15 business days from the bill issue date, give to the customer a written notice (a *reminder notice*) that sets out —
    - (i) the retailer's telephone number for billing and payment enquiries; and
    - (ii) how the retailer may assist if the customer is experiencing problems paying the bill;and
  - (b) use its best endeavours to contact the customer to advise of the proposed disconnection; and
  - (c) give the customer a disconnection warning, not less than 20 business days from the bill issue date, advising the customer —
    - (i) that the retailer may disconnect the customer's supply address with at least 5 business days' notice to the customer; and
    - (ii) of the existence and operation of complaint handling processes, including the existence and operation of the electricity industry ombudsman and the contact details for the electricity industry ombudsman.
- (2) For the purposes of subclause (1), a customer has failed to pay a bill if the customer has not —
  - (a) paid the bill by the due date; or

- (b) agreed with the retailer to an offer of a payment plan or other payment arrangement to pay the bill; or
- (c) adhered to the customer's obligation to make payments in accordance with an agreed payment plan or other payment arrangement relating to the payment of the bill.

**49. Limitations on disconnection for failure to pay bill**

Despite clause 48, a retailer must not arrange for the disconnection of a customer's supply address for failure to pay a bill —

- (a) within 1 business day after the expiry of the period referred to in the disconnection warning; or
  - (b) if the customer is adhering to the customer's obligation to make payments in accordance with an agreed payment plan or other payment arrangement relating to the payment of the bill; or
  - (c) if —
    - (i) the customer is a residential customer; and
    - (ii) the outstanding amount is less than \$300; and
    - (iii) the customer contacts and agrees with the retailer to pay this amount;
- or
- (d) if the customer informs the retailer, or the retailer is otherwise aware, that the customer has applied for a concession and a decision on the application has not been made; or
  - (e) if the amount the customer fails to pay does not relate to the supply of electricity; or
  - (f) if the bill does not relate to the supply address, other than if the bill relates to a supply address previously occupied by the customer.

**50. Dual fuel contracts**

- (1) This clause applies if a retailer and a residential customer have entered into —
  - (a) a dual fuel contract; or
  - (b) separate contracts for the supply of electricity and the supply of gas, under which —
    - (i) a single bill for energy is issued to the customer; or
    - (ii) separate, simultaneous bills for electricity and gas are issued to the customer.
- (2) The retailer must not arrange for disconnection of the customer's supply address for failure to pay a bill within 15 business days from the date of disconnection of the customer's gas supply.

**Subdivision 2 — Disconnection for denying access to meter**

**51. Disconnection for denying access to meter**

- (1) Subclause (2) applies if, for at least 9 consecutive months, a customer does not provide the retailer or distributor (or a representative of the retailer or distributor) safe access to the customer's supply address for the purposes of reading a meter at the supply address.
- (2) If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address if —
  - (a) the retailer, on at least 1 occasion, gives the customer written notice —
    - (i) giving at least 5 business days' notice of a date on which, or a timeframe during which, the customer is requested to provide safe access to the supply address in order for the retailer or

distributor (or a representative) to gain access to the meter; and

- (ii) if appropriate, informing the customer of the availability of alternative meters that are suitable to the customer's supply address; and
- (iii) advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide safe access to the meter in accordance with the requirements of the notice or by providing reasonable alternative access arrangements;

and

- (b) the customer fails to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a); and
  - (c) the retailer uses its best endeavours to contact the customer to advise of the proposed disconnection on account of that failure; and
  - (d) the retailer gives the customer a disconnection warning with at least 5 business days' notice of its intention to arrange for disconnection.
- (3) Subclause (4) applies if a customer has not provided the retailer or distributor (or a representative of the retailer or distributor) safe access to the customer's supply address for the purposes of —
- (a) testing, maintaining, inspecting, altering or replacing a meter at the supply address; or
  - (b) checking the accuracy of the customer's consumption at the supply address.

- (4) If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address if —
- (a) the retailer, on at least 1 occasion, gives the customer written notice —
    - (i) stating the matter giving rise to the potential disconnection of the supply address; and
    - (ii) giving at least 5 business days' notice of a date on which, or a timeframe during which, the customer is requested to provide safe access to the supply address; and
    - (iii) advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide safe access in accordance with the requirements of the notice or by providing reasonable alternative access arrangements;
- and
- (b) the customer fails to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a).

### **Division 2 — Limits on disconnection**

#### **52. General limits on disconnection**

- (1) Unless subclause (3) applies, a retailer must not arrange for the disconnection of a customer's supply address if —
- (a) the customer makes a complaint to the retailer that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the retailer; or
  - (b) the retailer is notified by the distributor, electricity industry ombudsman or an external dispute resolution body that the customer has made a complaint that is directly related to the reason for the proposed

disconnection and the complaint has not been resolved by the distributor or determined by the electricity industry ombudsman or external dispute resolution body (as the case may be); or

- (c) the supply address is a life support equipment address.
- (2) Unless subclause (3) applies, a distributor must not disconnect a customer's supply address —
- (a) if —
    - (i) the customer has made a complaint to the distributor that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the distributor; or
    - (ii) the distributor has been notified by a retailer, the electricity industry ombudsman or an external dispute resolution body that the customer has made a complaint that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the retailer or determined by the electricity industry ombudsman or external dispute resolution body (as the case may be);
  - or
  - (b) if the supply address is a life support equipment address; or
  - (c) during a protected period unless —
    - (i) the customer is a business customer; and
    - (ii) the business customer's normal trading hours fall within a protected period and do not fall within any other period; and
    - (iii) it is not practicable for the distributor to disconnect the supply address at any other time.

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**Part 7** Disconnection

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- (3) Subclauses (1) and (2) do not apply if —
- (a) the disconnection is requested by the customer; or
  - (b) there is a health or safety reason warranting the disconnection; or
  - (c) there is an emergency warranting disconnection; or
  - (d) electricity has been illegally consumed at the supply address.

## Part 8 — Reconnection

### 53. Obligation on retailer to arrange reconnection

- (1) This clause applies if —
  - (a) a customer's supply address has been disconnected by, or at the request of, a retailer; and
  - (b) the customer has —
    - (i) if relevant, rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer; and
    - (ii) made a request for reconnection; and
    - (iii) paid the retailer's charge for reconnection (if any), or entered into a payment plan for those charges.
- (2) The retailer must arrange for the customer's supply address to be reconnected.
- (3) For the purposes of subclause (2), the retailer must forward the customer's request for reconnection to the distributor —
  - (a) if the request is received before 3 pm on a business day — on that same day; or
  - (b) if the request is received on or after 3 pm on a business day or on a Saturday, a Sunday or a public holiday throughout the State — no later than 3 pm on the next business day.
- (4) Alternatively, a retailer may cause the customer's supply address to be reconnected within the timeframes that apply under clause 54(4)(a) or (b).

### 54. Obligation on distributor to reconnect supply address

- (1) A distributor must reconnect a customer's supply address if —
  - (a) the supply address was disconnected by the distributor at the request of the retailer; and

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- (b) the retailer forwards the customer's request for reconnection to the distributor under clause 53.
- (2) Subclause (3) applies if —
  - (a) a customer's supply address has been disconnected by a distributor otherwise than at the request of a retailer; and
  - (b) the customer —
    - (i) if relevant, rectifies the matter that led to the disconnection; and
    - (ii) makes a request for reconnection; and
    - (iii) pays the distributor's charge for reconnection (if any).
- (3) The distributor must reconnect the customer's supply address.
- (4) For the purposes of subclauses (1) and (3), a distributor must reconnect a customer's supply address —
  - (a) if the supply address is located within the metropolitan area —
    - (i) if the request is received before 3 pm on a business day — within 1 business day after receipt of the relevant request; and
    - (ii) if the request is received on or after 3 pm on a business day or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the relevant request;
  - or
  - (b) if the supply address is located within a regional area —
    - (i) if the request is received before 3 pm on a business day — within 5 business days after receipt of the relevant request; and

- (ii) if the request is received on or after 3 pm on a business day, or on a Saturday, a Sunday or a public holiday throughout the State — within 6 business days after receipt of the relevant request.
- (5) Subclause (4) does not apply in the case of an emergency.

## **Part 9 — Pre-payment meters**

### **55. Application**

The following provisions do not apply to a pre-payment meter customer —

- (a) clauses 9(2) and 10(3);
- (b) Parts 4, 5, 7, 8 and 11;
- (c) Part 6 (other than clause 46);
- (d) clause 72.

### **56. Operation of pre-payment meter**

- (1) A retailer must not provide a pre-payment meter service at a residential customer's supply address without the verifiable consent of the customer or the customer's nominated representative.
- (2) A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.
- (3) Subject to any applicable law, a retailer is not obliged to offer a pre-payment meter service to a customer.

### **57. Provision of information**

- (1) A retailer must, on request by a residential customer, provide at no charge and in clear, simple and concise language the following information in relation to the use of a pre-payment meter —
  - (a) all applicable tariffs, fees and charges payable by the customer and the basis for the calculation of those charges;
  - (b) the tariffs, fees and charges applicable to the pre-payment meter service relative to relevant tariffs, fees and charges that would apply to the customer if no

- pre-payment meter was operating at the customer's supply address;
- (c) the retailer's charges, or its best estimate of those charges, to replace the pre-payment meter with a standard meter or to switch the pre-payment meter to a standard meter;
  - (d) how the pre-payment meter is operated;
  - (e) how the customer may recharge the pre-payment meter (including details of cost, location and business hours of recharge facilities);
  - (f) the emergency credit facilities applicable to the pre-payment meter;
  - (g) how credit may be retrieved.
- (2) No later than 10 business days after a residential customer enters into a pre-payment meter contract at the customer's supply address, a retailer must give or make available to the customer at no charge —
- (a) the information specified in subclause (1); and
  - (b) a copy of the contract; and
  - (c) information on the availability and scope of this code and the requirement that retailers, distributors and electricity marketing agents comply with this code; and
  - (d) a meter identification number for the meter; and
  - (e) a telephone number for enquiries; and
  - (f) a telephone number for complaints; and
  - (g) the distributor's 24-hour telephone number for faults and emergencies; and
  - (h) confirmation of the supply address and any relevant mailing address; and
  - (i) details of any concessions the customer may be eligible to receive; and

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- (j) the amount of any concessions to be given to the customer; and
  - (k) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
  - (l) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment; and
  - (m) a statement setting out how the retailer may assist in the event the customer is experiencing difficulties paying for their consumption; and
  - (n) a statement setting out how to make an enquiry of, or complaint to, the retailer; and
  - (o) the contact details for the electricity industry ombudsman; and
  - (p) general information on the safe use of electricity; and
  - (q) details of the initial recharge facilities available to the customer; and
  - (r) the date of the expiry of the customer's right to revert to a standard meter at no charge; and
  - (s) a statement setting out the options available to the customer if the customer replaces the pre-payment meter with a standard meter or switches the pre-payment meter to a standard meter.
- (3) A retailer must ensure that the following information is shown on or directly adjacent to a residential customer's pre-payment meter —
- (a) the positive or negative balance of the pre-payment meter within \$1 of the actual balance;
  - (b) whether the pre-payment meter is operating on normal credit or emergency credit;
  - (c) a telephone number for enquiries;

- (d) the distributor's 24-hour telephone number for faults and emergencies.
- (4) A retailer must give a pre-payment meter customer on request, at no charge, the following information for the previous 2 years or for the period since the commencement of the pre-payment meter contract (whichever is the shorter), divided into quarterly segments —
  - (a) total energy consumption;
  - (b) average daily consumption;
  - (c) average daily cost of consumption.
- (5) A retailer must, within 10 business days after the change, use reasonable endeavours to notify a pre-payment meter customer in writing if the recharge facilities available to the residential customer change from the initial recharge facilities referred to in subclause (2)(q).
- (6) The information to be provided under this clause, other than the information in subclause (3), may be provided in writing to a pre-payment meter customer at —
  - (a) the customer's supply address; or
  - (b) another address nominated by the customer; or
  - (c) an email address nominated by the customer.

**58. Reversion**

- (1) If a pre-payment meter customer requests the retailer to replace the pre-payment meter with a standard meter, within 1 business day after the request the retailer must arrange with the distributor to replace the pre-payment meter with a standard meter or switch the pre-payment meter to a standard meter.
- (2) A retailer must not charge a fee for reversion to a standard meter if a pre-payment meter customer is a residential customer

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and the customer makes a request under subclause (1) within 3 months after the later of —

- (a) the day on which the pre-payment meter is installed; or
  - (b) the date on which the customer entered into the pre-payment meter contract.
- (3) If a pre-payment meter customer makes a request under subclause (1) after the end of the period calculated in accordance with subclause (2), a retailer may charge the customer a reasonable fee for the reversion.
- (4) The retailer's obligations under subclause (1) —
- (a) if the pre-payment meter customer is a residential pre-payment meter customer — are not conditional on the customer paying the retailer's fee for reversion to a standard meter (if any); or
  - (b) otherwise — may be made conditional on the pre-payment meter customer paying the retailer's fee for reversion to a standard meter (if any).
- (5) If a retailer requests a distributor to revert a pre-payment meter after a request under subclause (1), the distributor must revert the pre-payment meter —
- (a) if the supply address is located within the metropolitan area — within 5 business days after receipt of the request; or
  - (b) if the supply address is located within a regional area — within 10 business days after receipt of the request.

**59. Life support equipment**

- (1) If a pre-payment meter 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 not

provide a pre-payment meter service at that supply address and the retailer must, or must immediately arrange to —

- (a) remove or render non-operational the pre-payment meter at no charge; and
  - (b) replace the pre-payment meter with a standard meter, or switch the pre-payment meter to a standard meter, at no charge; and
  - (c) provide information to the customer about the contract options available to the customer.
- (2) If a retailer requests a distributor to revert a pre-payment meter under subclause (1)(b), the distributor must revert the pre-payment meter at that supply address as soon as possible and in any event no later than —
- (a) if the supply address is located within the metropolitan area —
    - (i) if the request is received before 3 pm on a business day — within 1 business day after receipt of the request; and
    - (ii) if the request is received on or after 3 pm on a business day or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the request;
  - or
  - (b) if the supply address is located within a regional area —
    - (i) if the request is received before 3 pm on a business day — within 9 business days after receipt of the request; and
    - (ii) if the request is received on or after 3 pm on a business day, or on a Saturday, a Sunday or a public holiday throughout the State — within 10 business days after receipt of the request.

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**60. Requirements for pre-payment meters**

- (1) A retailer must ensure that a pre-payment meter customer has access to an amount of emergency credit of \$20 outside of normal business hours.
- (2) The following provisions apply in relation to a retailer's ability to de-energise a pre-payment meter —
  - (a) if the pre-payment meter has run out of credit (disregarding any emergency credit), the meter may be de-energised during normal business hours;
  - (b) if the pre-payment meter has run out of credit and any emergency credit, the meter may be de-energised at any time.
- (3) If a pre-payment meter has been de-energised and the customer makes a payment to their account that results in an amount of credit in excess of emergency credit, the retailer must re-energise the meter.
- (4) A retailer is not required to re-energise a pre-payment meter if the only credit that the customer has is emergency credit.
- (5) A retailer must ensure that a pre-payment meter service —
  - (a) is capable of providing the following information to the retailer at least once in every month —
    - (i) the number of instances in which a pre-payment meter customer has been disconnected;
    - (ii) the duration of each of those disconnections;and
  - (b) subject to subclauses (3) and (4), recommences supply as soon as information is communicated to the pre-payment meter that a payment to the account has been made.

**61. Recharge facilities**

A retailer must ensure that —

- (a) at least 1 physical recharge facility is located as close as practicable to a pre-payment meter; and
- (b) a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days per week; and
- (c) it uses its best endeavours to ensure that a pre-payment meter customer can access a recharge facility for periods greater than required under paragraph (b); and
- (d) the minimum amount to be credited by a recharge facility does not exceed \$20 per increment.

**62. Concessions**

If a pre-payment meter customer demonstrates to a retailer that the customer is entitled to receive a concession, the retailer must ensure that the customer receives the concession.

**63. Meter check or test**

- (1) If a pre-payment meter customer requests that the whole or part of a pre-payment meter be checked or tested, a retailer must make immediate arrangements to do 1 or more of the following —
  - (a) check the customer's metering data;
  - (b) check or conduct a test of the pre-payment meter;
  - (c) arrange for a check or test by the responsible person for the meter installation at the customer's connection point.
- (2) If a retailer requests a distributor to check or test a pre-payment meter under subclause (1)(c), the distributor must check or test the pre-payment meter.
- (3) A pre-payment meter customer who requests a check or test of a pre-payment meter under subclause (1) must pay a retailer's

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reasonable charge for checking or testing the pre-payment meter (if any).

- (4) If a pre-payment meter is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), a retailer must —
- (a) immediately arrange for the repair or replacement of the faulty pre-payment meter; and
  - (b) correct any overcharging or undercharging in accordance with clause 65; and
  - (c) refund any charges paid by the pre-payment meter customer under this clause for the checking or testing of the pre-payment meter.

**64. Credit retrieval**

If a pre-payment meter customer notifies a retailer of a proposed vacation date, the retailer must ensure that the customer can retrieve all remaining credit at the time the customer vacates the supply address.

**65. Overcharging and undercharging**

- (1) If a pre-payment meter customer (including a pre-payment meter customer who has vacated the supply address) has been overcharged an amount as a result of an act or omission of the retailer or distributor (including as a result of a defective pre-payment meter), the retailer must —
- (a) use its best endeavours to inform the customer accordingly within 10 business days after the retailer becomes aware of the overcharge; and
  - (b) ask the customer for instructions as to whether the amount should be —
    - (i) credited to the customer's account; or
    - (ii) repaid to the customer.

- (2) If the retailer receives instructions from the customer in response to a request under subclause (1), the retailer must credit or pay the amount in accordance with the customer's instructions within 12 business days after receiving the instructions.
- (3) If the retailer does not receive instructions from the customer under subclause (1) within 20 business days after making the request for instructions, the retailer must use reasonable endeavours to credit the amount to the customer's account.
- (4) If the amount referred to in subclause (1) is less than \$100, the retailer may credit the amount to the customer's account instead of complying with subclause (1).
- (5) No interest is payable on an amount that has been overcharged.
- (6) If a retailer proposes to recover from a pre-payment meter customer an amount undercharged as a result of an act or omission by the retailer or distributor (including as a result of a defective pre-payment meter), the retailer must —
  - (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months before the date on which the retailer notifies the pre-payment meter customer that undercharging has occurred; and
  - (b) list the amount to be recovered as a separate item in a special bill, together with an explanation of that amount; and
  - (c) not charge the pre-payment meter customer interest on that amount or require the pre-payment meter customer to pay a late payment fee; and
  - (d) offer the pre-payment meter customer time to pay that amount by means of a payment plan covering a period at least equal to the period over which the recoverable undercharging occurred.

**66. Assistance for customers experiencing payment problems**

- (1) This clause applies if —
  - (a) a residential pre-payment meter customer informs a retailer that the customer is experiencing difficulties paying for their consumption; or
  - (b) a retailer identifies that a residential pre-payment meter customer has been disconnected 2 or more times in any 1-month period for longer than 120 minutes on each occasion.
- (2) The retailer must, as soon as is reasonably practicable, use its best endeavours to provide the following information to the customer —
  - (a) information about the different types of meters available to the customer;
  - (b) information about any concessions that may be available to the customer and how to access them;
  - (c) information about relevant financial assistance programs;
  - (d) information about how to contact relevant consumer representatives;
  - (e) information about independent financial and other relevant counselling services.
- (3) The retailer must, on the request of the customer, provide the information referred to in subclause (2) in writing.
- (4) However, if subclause (1)(b) applies, the retailer is not required to comply with subclause (2) if the retailer has provided the information referred to in that subclause within the preceding 12 months.
- (5) The retailer must give reasonable consideration to a request by the customer, or a relevant consumer representative for the customer, for a reduction of the customer's fees, charges or debt.

- (6) This clause applies to a retailer in addition to any obligation under clause 46.

**67. Waiver of fee for customers experiencing payment problems or affected by family violence**

- (1) This clause applies if a residential pre-payment meter customer, or a relevant consumer representative acting on behalf of a residential pre-payment meter customer —
- (a) informs a retailer that the customer is —
    - (i) experiencing difficulties paying for the customer's consumption; or
    - (ii) affected by family violence;and
  - (b) requests that the pre-payment meter be replaced by a standard meter.
- (2) The retailer must not charge a fee to replace the pre-payment meter with a standard meter.

## **Part 10 — Information and communication**

### **Division 1 — Obligations for retailers**

#### **68. General information**

- (1) A retailer must publish on its website —
  - (a) the following information about concessions —
    - (i) the type of concessions available to customers;
    - (ii) the name and contact details of the organisation responsible for administering those concessions (if the retailer is not responsible for doing this);and
  - (b) the following information about energy efficiency —
    - (i) cost-effective and efficient ways to utilise electricity;
    - (ii) the typical running costs of major domestic electrical appliances;and
  - (c) the retailer's hardship policy; and
  - (d) the retailer's family violence policy; and
  - (e) a summary of a customer's rights, entitlements and obligations under the retailer's standard complaints and dispute resolution procedures; and
  - (f) the contact details for the electricity industry ombudsman; and
  - (g) a copy of this code.
- (2) The retailer is not required to publish a copy of this code under subclause (1)(g) if it instead provides an electronic link to a website where a copy of this code may be accessed.

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- (3) If a customer requests information of the kind referred to in subclause (1), the retailer must —
    - (a) refer the customer to the retailer’s website; or
    - (b) provide the information to the customer.
  - (4) If a customer requests a copy of information of the kind referred to in subclause (1), the retailer must provide a copy of the information to the customer.
  - (5) The information or a copy of the information requested under this clause must be provided without charge.

**69. Information about tariffs, fees or charges**

A retailer must give or make available to a customer on request, at no charge, reasonable information on the retailer’s tariffs, fees or charges, including any alternative tariffs that may be available to that customer.

**70. Information about variations to tariffs, fees or charges: regulated prices**

- (1) This clause applies if a customer’s tariffs, fees or charges are regulated or set by the State Government.
- (2) A retailer must give notice to a customer of any variation to its tariffs, fees or charges that affects the customer.
- (3) The notice must be given no later than the next bill in the customer’s billing cycle.

**71. Information about variations to tariffs, fees or charges: non-regulated prices**

- (1) This clause applies if a customer’s tariffs, fees or charges are not regulated or set by the State Government.
- (2) A retailer must give notice to a customer of any variation to its tariffs, fees or charges that affects the customer.

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- (3) The notice must be given at least 5 business days before the variation will come into effect.
- (4) The notice must —
  - (a) specify that the customer's tariffs, fees or charges are being varied; and
  - (b) specify the date on which the variation will come into effect; and
  - (c) identify the customer's existing tariffs, fees or charges, inclusive of GST; and
  - (d) identify the customer's tariffs, fees or charges as varied, inclusive of GST; and
  - (e) specify that the customer may request historical billing data.
- (5) A retailer is not required to provide information under this clause —
  - (a) if the customer enters into the relevant contract with the retailer within 10 business days before the variation will come into effect and the retailer has already informed the customer of the variation; or
  - (b) for a tariff, fee or charge that continually varies in relation to the prevailing spot price for electricity; or
  - (c) for the variation of a tariff, fee or charge that is a direct result of a change to, or the withdrawal or expiry of, a concession; or
  - (d) for the variation of a tariff, fee or charge that is a direct result of a change to a bank charge or fee, to a credit card charge or fee, or to payment processing charges or fees that apply in relation to the customer; or
  - (e) if the variation of a tariff, fee or charge is a direct result of a benefit change and the retailer has already informed the customer of the change.

**72. Historical billing data**

- (1) A retailer must give a non-contestable customer on request the non-contestable customer's billing data.
- (2) The retailer must give the billing data at no charge if a non-contestable customer requests billing data —
  - (a) for a period less than the previous 2 years and no more than once a year; or
  - (b) in relation to a dispute with a retailer.

**73. Service standard payments**

A retailer must at least once a year give a customer written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 or under any other written law including —

- (a) the amount of the payment; and
- (b) the eligibility criteria for the payment.

**74. Distribution matters**

If a customer asks a retailer for information relating to the distribution of electricity, the retailer must —

- (a) give the information to the customer; or
- (b) refer the customer to the distributor for a response.

**Division 2 — Obligations for distributors**

**75. General information**

- (1) A distributor must publish on its website —
  - (a) a description of the distributor's and customer's respective rights and obligations concerning the provision of services by the distributor and a description of those services; and

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**Division 2** Obligations for distributors

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- (b) details of applicable connection and reconnection timeframes; and
  - (c) details of applicable connection and reconnection charges; and
  - (d) information relating to new connections or connection alterations; and
  - (e) general information on the safe use of electricity; and
  - (f) general information on quality of supply; and
  - (g) general information on reliability of supply; and
  - (h) information about how a customer may obtain information on distribution standards and metering arrangements that are relevant to the customer and —
    - (i) prescribed under the Act or the *Electricity Act 1945*; or
    - (ii) adopted by the distributor;and
  - (i) a summary of a customer's rights, entitlements and obligations under the distributor's standard complaints and dispute resolution procedures; and
  - (j) the contact details for the electricity industry ombudsman; and
  - (k) a copy of this code.
- (2) The distributor is not required to publish a copy of this code under subclause (1)(k) if it instead provides an electronic link to a website where a copy of this code may be accessed.
- (3) If a customer requests information of the kind referred to in subclause (1), the distributor must —
- (a) refer the customer to the distributor's website; or
  - (b) provide the information to the customer.

- (4) If a customer requests a copy of information of the kind referred to in subclause (1), the distributor must provide a copy of the information to the customer.
- (5) The information or a copy of the information requested under this clause must be provided without charge.

**76. Information about supply changes or interruptions**

A distributor must give to a customer on request, at no charge —

- (a) an explanation for any unplanned or approved change in the quality of supply of electricity to the customer's supply address outside of the limits prescribed by law; and
- (b) an explanation for any unplanned interruption of supply of electricity to the customer's supply address.

**Division 3 — Obligations for retailers and distributors**

**77. Written information must be easy to understand**

- (1) To the extent practicable, a retailer or distributor must ensure that any written information that must be given to a customer by the retailer or distributor under this code is —
  - (a) expressed in clear, simple and concise language; and
  - (b) in a format that makes it easy to understand.
- (2) The obligation placed on a retailer under subclause (1) extends to written information that may be given to a customer by an electricity marketing agent acting on behalf of the retailer.

**78. Special information needs**

- (1) A retailer and a distributor must make available to a residential customer on request, at no charge, services that assist the customer in understanding information provided by the retailer or distributor (including independent interpreter services and

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**Part 10** Information and communication

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services for customers with a speech or hearing impairment, and large print copies).

- (2) A retailer and, if appropriate, a distributor must include on a relevant document in relation to residential customers —
  - (a) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
  - (b) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment.
- (3) In subclause (2) —

**relevant document** means the following —

  - (a) a bill and bill-related information (including, for example, the notice referred to in clause 20(3) and statements relating to a payment plan);
  - (b) a reminder notice;
  - (c) a disconnection warning.

**79. Metering**

- (1) A distributor must advise a customer on request, at no charge, of the availability of different types of meters and their —
  - (a) suitability to the customer's supply address; and
  - (b) purpose; and
  - (c) costs; and
  - (d) installation, operation and maintenance procedures.
- (2) If a customer asks a retailer for information relating to the availability of different types of meters, the retailer must —
  - (a) give the information to the customer; or
  - (b) refer the customer to the distributor for a response.

## **Division 4 — Disconnection or interruption for emergencies**

### **80. Disconnection or interruption for emergencies**

If a distributor disconnects or interrupts a customer's supply address for emergency reasons, the distributor must —

- (a) provide an emergency telephone contact number (the charge of which will be no more than the cost of a local call (excluding mobile telephones)) through which the customer can obtain, on a 24-hour basis, information on the nature of the emergency and an estimate of the time when the supply of electricity will be restored; and
- (b) use its best endeavours to restore the supply of electricity to the customer's supply address as soon as possible.

## **Part 11 — Life support equipment scheme**

### **81. Relevant standards**

In this Part —

*relevant standard* —

- (a) in relation to a step required to be taken by a retailer, means the step is taken —
  - (i) if a confirmation or notification is received before 3 pm on a business day — on the same day; or
  - (ii) if a confirmation or notification is received on or after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — no later than the next business day;

and

- (b) in relation to a step required to be taken by a distributor, means the step is taken —
  - (i) if a notification is received before 3 pm on a business day — no later than the next business day; or
  - (ii) if a notification is received on or after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the notification.

### **82. Registration of life support equipment address: retailers**

- (1) Subclauses (2) and (3) apply 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.

- (2) The retailer must take the following steps in accordance with the relevant standard for a retailer —
- (a) register the customer’s supply address as a life support equipment address;
  - (b) register a person’s contact details in relation to the supply address;
  - (c) provide the following to the distributor —
    - (i) a notification about the customer’s supply address being a life support equipment address;
    - (ii) the contact details registered under paragraph (b).
- (3) The retailer must provide the following information in writing to the customer before, or within 5 days after, registering the customer’s supply address as a life support equipment address under subclause (2) —
- (a) advice that there may be planned or unplanned interruptions to the supply of electricity to the supply address and that the distributor is required to provide a notification of a planned interruption in accordance with this code;
  - (b) a recommendation that the customer prepare a plan of action in case of an unplanned interruption;
  - (c) an emergency telephone contact number for the distributor and the retailer (the charge of which will be no more than the charge of a local call (excluding mobile telephones)).
- (4) Subclause (5) applies if a customer for a supply address registered with a retailer under subclause (2) notifies the retailer —
- (a) that the person residing at the customer’s supply address who requires life support equipment is changing supply address; or

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- (b) that the customer is changing supply address but the person who requires life support equipment is not changing supply address; or
  - (c) that there has been a change in contact details.
- (5) The retailer must take the following steps in accordance with the relevant standard for a retailer —
  - (a) register the change;
  - (b) provide a notification to the distributor of the change.
- (6) For the purposes of this clause, a person’s contact details are the following notified by the customer —
  - (a) a telephone number;
  - (b) an email address (if provided);
  - (c) a postal address.

**83. Registration of life support equipment address: distributors**

- (1) This clause applies if the distributor is notified by a retailer —
  - (a) that a person residing at a customer’s supply address requires life support equipment; or
  - (b) that there has been a change of details or circumstances previously notified by the retailer.
- (2) The distributor must take the following steps (as relevant) in accordance with the relevant standard for a distributor —
  - (a) register the customer’s supply address as a life support equipment address;
  - (b) update the details or circumstances previously notified by the retailer.

**84. Interruption of supply**

- (1) A distributor must not undertake a planned interruption of the supply of electricity to a life support equipment address unless the distributor has —
  - (a) provided at least 3 business days' written notice of the interruption to the customer or other nominated person —
    - (i) at the supply address; or
    - (ii) at another address nominated by the customer; or
    - (iii) by electronic communication;and
  - (b) unless expressly requested by the customer or other nominated person not to do so, used its best endeavours to obtain acknowledgment from the customer, someone else residing at the supply address, or other nominated person, that the notice has been received.
- (2) Subclause (1) does not apply if —
  - (a) the interruption is for the purpose of restoring the supply of electricity to a life support equipment address; or
  - (b) the distributor provides notice of a planned interruption that will affect a supply address under the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005* before the distributor registers the supply address as a life support equipment address under this Part.
- (3) If subclause (2) applies, the distributor must use its best endeavours to contact the customer, or someone residing at the supply address, before the interruption occurs.

**85. Periodic reviews**

- (1) A retailer must require a customer whose supply address is registered as a life support equipment address, by a notice given

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to the customer within the period beginning 3 months before, and ending 3 months after, each anniversary of the registration of a supply address under this Part —

- (a) unless paragraph (b) applies — to confirm that a person residing at the customer’s supply address continues to require life support equipment; or
  - (b) in the case of every 3<sup>rd</sup> anniversary — to provide the retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer’s supply address continues to require life support equipment.
- (2) A notice under subclause (1) must —
- (a) allow a customer at least 3 months to provide the confirmation required by the retailer; and
  - (b) warn the customer that —
    - (i) the customer’s supply address will be de-registered as a life support equipment address if the customer fails to comply with the notice or if the customer notifies the retailer that a person residing at the supply address no longer requires life support equipment; and
    - (ii) if the supply address is de-registered, the customer will no longer receive the protections provided by this code for life support equipment addresses.

**86. De-registration of address**

- (1) This clause applies if —
- (a) a retailer is notified that a customer’s supply address no longer requires registration as a life support equipment address; or

- (b) a customer fails to comply with a notice from a retailer under clause 85 in relation to a life support equipment address within the period allowed under clause 85(2)(a).
- (2) If subclause (1)(a) applies, the retailer must de-register the life support equipment address —
  - (a) if the notification is received before 3 pm on a business day — no later than the next business day; or
  - (b) if the notification is received on or after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the notification.
- (3) If subclause (1)(b) applies, the retailer must —
  - (a) on at least 2 occasions, at least 10 business days apart, take reasonable steps to contact the customer to warn the customer that the life support equipment address may be de-registered; and
  - (b) de-register the supply address if the customer fails, in response to the steps taken under paragraph (a), to provide the confirmation required under clause 85(1).
- (4) At least one of the steps under subclause (3)(a) must involve sending written correspondence by registered post to the customer's supply address, and to any other address nominated by the customer.
- (5) Subclause (4) does not apply if the notice to the customer under clause 85(1) was sent as written correspondence by registered post to the customer's supply address, and to any other address nominated by the customer.
- (6) A retailer must, when it de-registers a life support equipment address, provide the customer's distributor with a notification about the de-registration as soon as practicable after taking that step but in any event within 3 business days.

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- (7) The distributor must de-register the life support equipment address in accordance with the relevant standard for a distributor.
- (8) Despite subclauses (1) to (7), a supply address must not be de-registered if the retailer is aware that another person residing at the supply address still requires life support equipment.
- (9) Once a customer's supply address ceases to be registered as a life support equipment address, the retailer's and distributor's obligations under this code in connection with life support equipment cease to apply in relation to that address.

## **Part 12 — Complaints and dispute resolution**

### **87. Obligation to establish complaints handling procedures**

- (1) Each retailer and distributor must develop, maintain and implement a standard complaints and dispute resolution procedure.
- (2) The standard complaints and dispute resolution procedure must address —
  - (a) how complaints must be lodged by customers; and
  - (b) how complaints will be handled by the retailer or distributor, including —
    - (i) a right of a customer to have a complaint considered by a senior employee if the customer is not satisfied with the manner in which the complaint is being handled; and
    - (ii) the information that will be provided to a customer, including in accordance with the requirements under clause 89;and
  - (c) response times for complaints; and
  - (d) the method of response.
- (3) The standard complaints and dispute resolution procedure must comply with AS/NZS 10002:2014.

### **88. Acknowledgment of complaint and response times**

A retailer or distributor must, on receipt of a written complaint by a customer —

- (a) acknowledge the complaint within 10 business days; and
- (b) respond to the complaint by addressing the matters in the complaint within 20 business days.

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**89.        Advice about outcome of complaint**

A retailer or distributor must —

- (a) inform the customer of the outcome of a complaints process; and
- (b) unless the customer has advised the retailer or distributor that the complaint has been resolved in a manner acceptable to the customer, inform the customer —
  - (i) of the retailer’s or distributor’s reasons regarding the outcome; and
  - (ii) that if the customer is not satisfied with the outcome, the customer may make a complaint or take a dispute to the electricity industry ombudsman; and
  - (iii) of the contact details for the electricity industry ombudsman.

**90.        Obligation to refer complaint**

If a retailer, distributor or electricity marketing agent receives a complaint from a customer that does not relate to its functions, it must advise the customer of the entity that the retailer, distributor or electricity marketing agent reasonably considers to be the appropriate entity to deal with the complaint (if known).

## **Part 13 — Protections relating to family violence**

### **91. Family violence policy**

- (1) A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers.
- (2) The family violence policy must —
  - (a) provide for the training of staff (including call centre staff and field officers) about issues related to family violence and its impacts, including how to identify customers who may be affected by family violence and how to apply the policy effectively and appropriately to provide assistance to vulnerable customers; and
  - (b) require the retailer to advise a vulnerable customer —
    - (i) that the retailer must take reasonable steps to protect the vulnerable customer's information if the customer requests the retailer to do so; and
    - (ii) about the consequences of being named on the account of a residential customer who is not a vulnerable customer;and
  - (c) require the retailer —
    - (i) to take reasonable steps to establish a safe method of communication with a vulnerable customer and if a method of communication proposed by a vulnerable customer is not reasonably practicable, to offer an alternative method of communication; and
    - (ii) to keep a record of any method of communication that has been agreed between the retailer and a vulnerable customer; and

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- (iii) to use any agreed method of communication for the purposes of providing information required by this code;
- and
- (d) include processes to ensure that a vulnerable customer does not have to repeatedly refer to, or disclose, their situation when they make contact with the retailer or another person acting on behalf of the retailer; and
  - (e) provide that if the retailer becomes aware that a pre-payment meter customer is a vulnerable customer, the retailer will provide advice to the customer about —
    - (i) the different types of meters available to the customer; and
    - (ii) the advantages and disadvantages that may be associated with each type of meter to a customer in their situation; and
    - (iii) the process for requesting a different meter; and
    - (iv) the fact that there would not be a charge to replace the pre-payment meter with a standard meter if the customer were to choose that option;
- and
- (f) require the retailer to consider reducing or waiving any fees, charges or debt that would otherwise be payable by a vulnerable customer; and
  - (g) without limiting paragraph (f), require the retailer to consider —
    - (i) the potential impact of debt collection on a vulnerable customer who is liable for the debt; and
    - (ii) the extent to which another person may have contributed to an amount owing for electricity supplied to a vulnerable customer's supply address; and

- (iii) in the case of a vulnerable customer who is a pre-payment meter customer — the provision of financial assistance;
  - and
  - (h) require the retailer to have arrangements in place to assist a vulnerable customer who is a pre-payment meter customer to avoid disconnection; and
  - (i) provide that the retailer will take into account the circumstances of a vulnerable customer before disconnecting the vulnerable customer's supply address for failure to pay a bill; and
  - (j) provide information about the operation of clause 92; and
  - (k) include —
    - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
    - (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
  - and
  - (l) for printed copies of the family violence policy — be available in large-print copies.
- (3) The training required under subclause (2)(a) must satisfy at least 1 of the following requirements —
- (a) it is developed in conjunction with appropriate consumer representatives;
  - (b) it is provided by appropriate consumer representatives.
- (4) Subclause (2)(i) does not apply in relation to former residential customers.
- (5) If directed by the Authority, a retailer must review its family violence policy or related procedures, and submit the results of

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the review to the Authority within a period specified by the Authority.

- (6) A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is —
  - (a) developing its family violence policy; or
  - (b) reviewing its family violence policy because of a direction of the Authority under subclause (5).

**92. Protection from disconnection**

- (1) A retailer must ensure that the residential supply address of a vulnerable customer is not disconnected for a period of 9 months from the date on which the retailer becomes aware that the customer is a vulnerable customer unless —
  - (a) the retailer is informed by the vulnerable customer, or otherwise becomes aware, that the customer no longer resides at that supply address; or
  - (b) the disconnection is requested by the vulnerable customer; or
  - (c) there are safety reasons warranting the disconnection; or
  - (d) there is an emergency warranting the disconnection; or
  - (e) electricity has been illegally consumed at the supply address.
- (2) Nothing in subclause (1) —
  - (a) affects a vulnerable customer's responsibility to pay for electricity supplied by a retailer to a supply address; or
  - (b) affects a retailer's ability to send bills and notices to a vulnerable customer in connection with payment for the supply of electricity or to take other steps in connection with a liability to pay for electricity supplied by the retailer.

- (3) This clause does not apply in relation to —
  - (a) pre-payment meter customers; or
  - (b) former residential customers.

**93. Written evidence**

- (1) A retailer must not require written evidence of family violence from a customer unless the evidence is reasonably necessary to enable the retailer to determine the most appropriate way to —
  - (a) address a failure to pay a bill and, if relevant, deal with debt collection; or
  - (b) deal with a proposed disconnection of a supply address.
- (2) To the extent that written evidence of family violence is required, it need only be 1 document of a kind that is listed in the *Residential Tenancies Act 1987* section 71AB(2).

## **Part 14 — Service standard payments**

### **Division 1 — Obligations for retailers**

#### **94. Facilitating customer reconnections**

- (1) Unless clause 99 applies, a retailer must make the payment specified under subclause (2) if —
  - (a) the retailer is required to arrange a reconnection of a customer's supply address under Part 8; and
  - (b) either —
    - (i) the retailer has not complied with clause 53(3) or (4); or
    - (ii) the retailer has complied with clause 53(3), but a distributor has not complied with the timeframes set out in clause 54(4).
- (2) The retailer must pay the customer \$60 for each day that the retailer or the distributor (as the case may be) is late, up to a maximum of \$300.
- (3) Unless clause 99 applies, if a retailer makes a payment under this clause due to an act or omission of a distributor, the distributor must reimburse the retailer for the amount of the payment.

#### **95. Wrongful disconnections**

- (1) Unless clause 99 applies, a retailer must make the payment specified under subclause (2) if the retailer —
  - (a) fails to comply with any of the procedures set out under Part 6 (if applicable and other than clauses 45(3) and 46), or clause 48 or 82(1), before arranging for disconnection of, or disconnecting, a customer for failure to pay a bill; or

- (b) arranges for disconnection of, or disconnects, a customer in contravention of clause 49, 50 or 52 for failure to pay a bill.
- (2) The retailer must pay the customer \$100 for each day that the customer is wrongfully disconnected.
- (3) Unless clause 99 applies, if a retailer makes a payment under this clause due to an act or omission of a distributor, the distributor must reimburse the retailer for the amount of the payment.

**96. Customer service**

- (1) Unless clause 99 applies, if a retailer fails to acknowledge or respond to a written complaint made by a customer within the timeframes set out in clause 88, the retailer must pay the customer \$20.
- (2) A retailer is only liable to make 1 payment under this clause for each written complaint.

**Division 2 — Obligations for distributors**

**97. Wrongful disconnections**

- (1) Unless clause 99 applies, a distributor must make the payment specified under subclause (2) if the distributor disconnects a customer's supply address other than —
  - (a) as authorised by this code or otherwise authorised by written law; or
  - (b) as authorised by a retailer.
- (2) The distributor must pay the customer \$100 for each day that the customer is wrongfully disconnected.

**98. Customer service**

- (1) Unless clause 99 applies, if a distributor fails to acknowledge or respond to a written complaint made by a customer within the

timeframes set out in clause 88, the distributor must pay the customer \$20.

- (2) A distributor is only liable to make 1 payment under this clause for each written complaint.

### **Division 3 — Payment**

#### **99. Exceptions**

- (1) A retailer or distributor is not required to make a payment under this Part if events or conditions outside the control of the retailer or distributor caused the retailer or distributor to be liable to make the payment.
- (2) Except in the case of a payment under clauses 95 and 97, which are required to be made without application by a customer as soon as reasonably practical, a retailer or distributor is not required to make a payment under this Part if the customer fails to apply to the retailer or distributor for the payment within 3 months of the non-compliance by the retailer or distributor.
- (3) If clause 96 or 98 applies, a retailer or distributor is not required to make more than 1 payment to each affected supply address per event of non-compliance with the timeframes set out in clause 88.
- (4) For the purposes of subclause (3), each supply address where a customer receives a bill from a retailer is a separate supply address.

#### **100. Method of payment**

- (1) A retailer who is required to make a payment under clause 94, 95 or 96 must do so —
  - (a) by deducting the amount of the payment from the amount due under the customer's next bill; or
  - (b) by paying the amount directly to the customer.

- (2) A distributor who is required to make a payment under clause 97 or 98 must do so —
  - (a) by paying the amount to the customer’s retailer who will pass the amount on to the customer in accordance with subclause (1); or
  - (b) by paying the amount directly to the customer.
- (3) A payment made under this Part does not affect any rights of a customer to claim damages or any other remedy.

**101. Recovery of payment**

- (1) If a retailer or distributor who is required to make a payment to a customer under this Part fails to comply with clause 100 within 30 days after the date of demand for payment by the customer, or in the case of a payment required to be made under clause 95 or 97, within 30 days after the date of the wrongful disconnection, then the customer may recover the payment in a court of competent jurisdiction as a debt due from the retailer or distributor (as the case may be) to the customer.
- (2) If a retailer is entitled under clause 94(3) or 95(3) to reimbursement of an amount from a distributor, and the distributor fails to reimburse the amount within 30 days after the date of a demand for payment by the retailer, then the retailer may recover the amount of the payment in a court of competent jurisdiction as a debt due from the distributor to the retailer.

**Part 15 — Repeal**

**102.    *Code of Conduct for the Supply of Electricity to Small Use  
Customers 2018* repealed**

*The Code of Conduct for the Supply of Electricity to Small Use  
Customers 2018* is repealed.

Economic Regulation Authority

## Defined terms

*[This is a list of terms defined and the provisions where they are defined.  
The list is not part of the law.]*

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Defined terms

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## Parliamentary Counsel's Office

### COUNSEL'S CERTIFICATE

#### *Code of Conduct for the Supply of Electricity to Small Use Customers 2022*

In my opinion the attached instrument is within the powers conferred by the *Electricity Industry Act 2004*.

**Please note the following:**

Carefully read the sheet marked "Important Information" and follow the instructions contained in that sheet to have the instrument made.

In order to take effect the instrument must be published in the *Government Gazette* before 20 February 2023.

A handwritten signature in black ink, appearing to be 'RD'.

for and at the direction of  
Richard Dennis  
**Contract Drafter**

## **Appendix 2 Code of Conduct for the Supply of Electricity to Small Use Customers 2022 (marked up)**

**THIS MARKED-UP VERSION OF THE CODE HAS BEEN  
PREPARED BY THE ECONOMIC REGULATION AUTHORITY**

Western Australia

~~ELECTRICITY INDUSTRY ACT 2004~~  
~~CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE  
CUSTOMERS 2018~~

**Code of Conduct for the Supply of Electricity to  
Small Use Customers 2022**

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## Code of Conduct for the Supply of Electricity to Small Use Customers 2022

The Economic Regulation Authority:

- (a) — repeals the "Code of Conduct for the Supply of Electricity to Small Use Customers 2016" gazetted 17 June 2016 (No. 104), which repeal is to take effect on 1 July 2018;
- (b) — approves the "Code of Conduct for the Supply of Electricity to Small Use Customers 2018", gazetted xx June 2018 (No. xx); and
- (c) — prescribes 1 July 2018 as the date on which the "Code of Conduct for the Supply of Electricity to Small Use Customers 2018", gazetted 11 June 2018 (no. 85) comes into operation,  
~~pursuant to section 79 of the *Electricity Industry Act 2004*.~~

Ms NICOLA CUSWORTH, Chair,  
**Economic Regulation Authority**

Approved by the Authority under section 79 of the Act.

### **Part 1 — Preliminary**

#### **1. Title Citation [was 1.1]**

~~The Code may be cited as~~ This code is the Code of Conduct for the Supply of Electricity to Small Use Customers ~~2018~~ 2022.

#### **1.2 Authority**

~~The Code is made by the Authority under section 79 of the Act.~~

cl. 2

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2. **Commencement [was 1.3]**

~~The Code~~ This code comes into operation ~~upon the day prescribed by the Authority.~~ as follows —

- (a) clauses 1 and 2 — on the day on which this code is published in the *Gazette*;
- (b) the rest of the code — on 16 January 2023.

**1.4 — Interpretation**

- ~~(1) — Headings and notes are for convenience or information only and do not affect the interpretation of the Code or any term or condition set out in the Code.~~
- ~~(2) — An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.~~
- ~~(3) — A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.~~
- ~~(4) — A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.~~
- ~~(5) — Other parts of speech and grammatical forms of a word or phrase defined in the Code have a corresponding meaning.~~
- ~~(6) — A reference to an electricity marketing agent arranging a contract is to be read as a reference to an electricity marketing agent entering into the contract on the retailer's or customer's behalf, or arranging the contract on behalf of another person (whichever is relevant).~~

3. **~~Definitions~~ Terms used [was 1.5]**

~~In this code the Code,~~ unless the contrary intention appears —

~~“accumulation meter” has the same meaning as given in clause 1.3 of the Metering Code; clause 1.3;~~

~~“Act” means the Electricity Industry Act 2004.~~

~~actual value has the meaning given in the Metering Code clause 1.3;~~

~~“adjustment” means the difference in the amount charged—~~

~~(a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or~~

~~(b) under a bill smoothing arrangement based on an estimate carried out in accordance with clauses 4.3(2)(a)–(c);~~

~~and the amount to be charged as a result of the bill being determined in accordance with clause 4.6(1)(a) provided that the difference is not as a result of a defect, error or default for which the retailer or distributor is responsible or contributed to.~~

~~“alternative tariff” for a customer means a tariff other than the tariff under which the customer is currently supplied electricity;~~

~~“amendment date” means 1 July 2014.~~

~~“appropriately qualified medical practitioner” means —~~

~~(a) within the Perth Metropolitan Area, metropolitan area —~~

~~(i) a specialist medical practitioner; or~~

~~(ii) a hospice doctor; or~~

~~(iii) a medical practitioner working in a specialist department of a hospital; or~~

~~or~~

~~(b) outside of the Perth Metropolitan Area, otherwise —~~

~~(i) a specialist medical practitioner; or~~

~~(ii) a hospice doctor; or~~

~~(iii) a medical practitioner working in a specialist department of a hospital; or~~

cl. 3

- (iv) a doctor or general practitioner ~~if he/she also who works on an occasional basis from~~ a local hospital or rural health service ~~(whether or not on a full-time basis); or a hospice doctor.~~

~~AS, followed by a designation, refers to an Australian Standard having that designation that is published by Standards Australia;~~

~~AS/NZS, followed by a designation, refers to an Australian/New Zealand Standard having that designation that is published jointly by Standards Australia and Standards New Zealand;~~

~~“attach” has the same meaning as given in the Obligation to Connect Regulations regulation 2;-~~

~~“Australian Consumer Law (WA)” means schedule 2 to the Competition and Consumer Act 2010 (Cth) as modified by section 36 of has the meaning given in the Fair Trading Act 2010 (WA) section 17(1);-~~

~~“Australian Standard” means a standard published by Standards Australia.~~

~~“Authority” means the Economic Regulation Authority established under the Economic Regulation Authority Act 2003.~~

~~“basic living needs” includes payments for —~~

- ~~(a) rent or mortgage; and~~
- ~~(b) other utilities (e.g. for example, gas, phone and water); and~~
- ~~(c) food and groceries; and~~
- ~~(d) transport (including petrol and car expenses); and~~
- ~~(e) childcare and school fees; and~~
- ~~(f) clothing; and~~
- ~~(g) medical and dental expenses;.~~

~~“billing cycle” means the regular recurrent period in which a customer receives a bill from a retailer;.~~

~~bill issue date means the date on which a bill is sent by a retailer to a customer;~~

***“business customer”*** means a customer who is not a residential customer;

***“business day”*** means ~~any a~~ day ~~except other than~~ a Saturday, a Sunday or a public holiday ~~throughout the State~~;

***“call centre”*** means a dedicated centre that has the purpose of receiving and transmitting telephone calls in relation to customer service operations of the retailer or distributor, as relevant, and consists of call centre staff and 1 or more information technology and communications systems designed to handle customer service calls and record call centre performance information.

***Centrelink*** means the Commonwealth agency known as Centrelink;

***Centrepay*** means the facility that allows Centrelink customers to have automatic deductions taken from Centrelink payments;

***“change in personal circumstances”*** includes —

- (a) ~~sudden and unexpected disability, illness of or injury to the residential customer or a dependant of the residential customer;~~
- (b) ~~loss of or damage to property of the residential customer;~~  
or
- (c) ~~other similar unforeseeable circumstances arising as a result of events beyond the control of the residential customer.~~

***“Code”*** means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2018* as amended by the Authority under section 79 of the Act.

***“collective customer”*** means a customer —

- (a) who receives a single bill from the retailer for electricity supplied at ~~two~~<sup>2</sup> or more supply addresses; or
- (b) who is supplied electricity from the same retailer at multiple sites at a single supply address;

cl. 3

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**“complaint”** means an expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, ~~where for which~~ a response or resolution is explicitly or implicitly expected or legally required;

**“concession”** means a concession, rebate, subsidy or grant ~~related to the supply of electricity,~~ available to residential customers only, ~~related to the supply of electricity;~~

**“connect”** means to attach by way of a physical link to ~~a~~ an ~~electricity~~ network and to energise the link;

**“consumption”** ~~means the amount of electricity supplied by the retailer to the customer’s supply address as recorded by the meter.~~

**“contact”** means contact that is —

- (a) face to face; ~~or~~
- (b) by telephone; or
- (c) by post, ~~facsimile;~~ or
- (d) by email or other means of electronic ~~means.~~  
communication;

**“contestable customer”** means a customer ~~at an exit point where the amount of electricity transferred at the exit point is more than the amount prescribed under the Electricity Corporations (Prescribed Customers) Order 2007 made to whom the supply of electricity is not restricted~~ under the *Electricity Corporations Act 2005* ~~section 54 or under another enactment dealing with the progressive introduction of customer contestability;~~

**“contract”** means a standard form contract or a non-standard contract;

**“cooling-off period”**, in relation to a contract, means the period specified in the contract as the cooling-off period;

**“credit retrieval”** means the ability for a pre-payment meter customer to recover any payments made for the supply of electricity;

**“customer”** means a ~~customer-person~~ —

- (a) to whom electricity is sold for the purpose of consumption; and
- (b) who consumes not more than 160 MWh of electricity per annum;

**customer experiencing financial hardship** means a residential customer who has been assessed by a retailer under clause 40 as experiencing financial hardship;

**“de-energise”** means the removal of the supply voltage from ~~the~~ a meter at ~~the a~~ supply address while leaving the supply address attached;

**designated person** means —

- (a) a residential customer; or
- (b) another person named on the account of a residential customer; or
- (c) a former residential customer who owes a debt to the retailer;

**“~~direct debit facility~~”** means ~~a facility offered by a retailer to automatically deduct a payment from a customer's nominated account and entered into with a customer in accordance with clause 5.3.~~

**“~~disconnect~~”** —

- (a) means to de-energise ~~the a~~ customer's supply address, ~~other than; but~~
- (b) does not include de-energising a customer's supply address in the event of an interruption;

**“~~disconnection warning~~”** means a notice in writing issued in accordance with ~~clause 7.1 48(1)(c) or clause 7.4(1). 51(2)(d);~~

**“~~distributor~~”** means a person who holds a distribution licence or integrated regional licence under Part 2 of the Act;

**“~~dual fuel contract~~”** means a non-standard contract for the sale of electricity and for the sale of gas by a retailer to a contestable customer;

cl. 3

~~“Electricity Industry Code” means the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.~~

~~“electricity industry ombudsman” means the ombudsman appointed under the scheme initially approved by the Minister or by the Authority for any amendments under section 92 of the *Act*. Energy and Water Ombudsman Western Australia performing the functions of electricity industry ombudsman under a scheme approved under Part 7 of the Act and an agreement under the *Parliamentary Commissioner Act 1971* section 34;~~

~~“electricity marketing agent” means —~~

- (a) ~~means~~ a person who acts on behalf of a retailer —
- (i) for the purpose of obtaining new customers for the ~~licensee-retailer~~; or
  - (ii) in dealings with existing customers in relation to contracts for the supply of electricity by the ~~licensee-retailer~~;

~~and~~

~~(b) a person who engages in any other activity relating to the marketing of electricity that is prescribed for the purposes of this definition; or~~

~~(e)(b) includes~~ a representative, agent or employee of a person referred to in ~~subclause (a) or (b)~~; paragraph (a); but

~~(c) does not include a person who is a customer representative or the Housing Authority;~~

~~“Electricity Generation and Retail Corporation” means the body corporate established as such by the *Electricity Corporations Act 2005*.~~

~~“electronic means” means the internet, email, facsimile, SMS or other similar means but does not include telephone.~~

~~“emergency” means an emergency due to~~ the actual or imminent occurrence of an event ~~which that~~ —

(a) in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in ~~Western Australia the State~~; or

(b) ~~which~~ destroys or damages, or threatens to destroy or damage, any property in ~~Western Australia the State~~;

**“energise”** has the ~~same~~ meaning ~~as given~~ in the Obligation to Connect Regulations- ~~regulation 2~~;

**“energy data”** has the ~~same~~ meaning ~~as given~~ in the Metering Code- ~~clause 1.3~~;

**“export”** ~~means the amount of electricity exported into the distributor’s network as recorded by the meter.~~

**family violence** has the meaning given in the *Restraining Orders Act 1997* section 5A;

**“financial hardship”**, ~~in relation to a residential customer,~~ means a state of ~~more than immediate long-term~~ financial disadvantage ~~as a result of~~ which ~~results in a residential the~~ customer ~~being is~~ unable to pay an outstanding amount as required by a retailer without affecting the ~~customer’s~~ ability to meet the basic living needs of the ~~residential~~ customer or a dependant of the ~~residential~~ customer-;

**“historical debt”** means an amount outstanding for the supply of electricity by a retailer to a customer’s previous supply address or supply addresses-;

**“Housing Authority”** means the body corporate ~~in existence pursuant to section 6 of established under~~ the *Housing Act 1980*- ~~section 6~~;

~~“instalment plan” means an arrangement between a retailer and a customer to assist the customer to remain connected, reduce its arrears and minimise the risk of the customer getting into further debt where the customer pays in arrears or in advance and continued usage on its account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account the customer's capacity to pay. It does not include customers using an instalment plan as a matter of convenience or for flexible budgeting purposes.~~

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~~“interruption” —~~

~~(a) means the temporary unavailability of supply of electricity from the distribution network to a customer, supply address; but~~

~~(b) does not include a disconnection under Part 7;~~

~~“interval meter” has the same meaning as given in the Metering Code, clause 1.3;~~

~~“life support equipment” means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme, as administered by the department of the Public Service principally assisting in the administration of the Taxation Administration Act 2003 immediately before 1 January 2023;~~

~~life support equipment address means a supply address registered under Part 11;~~

~~“marketing” includes engaging or attempting to engage in any of the following activities by any means, including door to door or by telephone or other electronic means—~~

~~(a) negotiations for, or dealings in respect of, a contract for the supply of electricity to a customer; or~~

~~(b) advertising, promotion, market research or public relations in relation to the supply of electricity to customers.~~

~~“marketing identification number” means a unique number assigned by a retailer to each electricity marketing agent acting on its behalf;~~

~~“meter” has the same meaning as given in the Metering Code, clause 1.3;~~

~~“Metering Code” means the Electricity Industry (Metering) Code 2012;~~

~~“metering data agent” means a person responsible for reading the meter on behalf of the distributor, has the meaning given in the Metering Code clause 1.3;~~

~~“metrology procedure” has the same meaning as given in the Metering Code, clause 1.3;~~

**“metropolitan area”** means —

- (a) ~~the region described in Schedule 3 of the *Planning and Development Act 2005*; the Perth metropolitan area; and~~
- (b) the local government district of Mandurah; and
- (c) the local government district of Murray; and
- (d) the townsites, as constituted under ~~section 26 of the *Land Administration Act 1997*~~ section 26, of —
  - (i) Albany; and
  - (ii) Bunbury; and
  - (iii) Geraldton; and
  - (iv) Kalgoorlie; and
  - (v) Karratha; and
  - (vi) Port Hedland; and
  - (vii) South Hedland; ;

**“National Interpreter Symbol”** means the national public information symbol “Interpreter Symbol” (with text) developed by the State of Victoria in partnership with the Commonwealth, State and Territory governments in accordance with Australian Standard AS 2342-1992; ;

**“non-contestable customer”** means a customer other than a contestable customer; ;

**“non-standard contract”** ~~means a contract entered into between a retailer and a customer, or a class of customers, that is not a standard form contract.~~ has the meaning given in section 47 of the Act;

**“Obligation to Connect Regulations”** means the *Electricity Industry (Obligation to Connect) Regulations 2005* ~~(WA)~~; ;

**“overcharging”** ~~means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a~~ —

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(a) includes the overcharging of a customer as the result of —

(i) result of some ~~an error~~, defect, ~~error~~ or default for which the retailer or distributor is responsible ~~or contributed to, but does not include (including when a meter is found to be defective); and/or~~

(ii) an adjustment, the retailer basing a bill or bills on estimated energy data that is greater than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by a person employed or appointed by the distributor that passes the validation processes in Appendix 2 of the Metering Code;

but

(b) does not include an amount charged in accordance with a bill smoothing arrangement;

~~“payment difficulties” means a state of immediate financial disadvantage that results in a residential customer being unable to pay an outstanding amount as required by a retailer by reason of a change in personal circumstances.~~

payment plan has the meaning given in clause 4;

~~“payment problems” includes, without limitation, payment problems relating to a historical debt;~~

~~“premises” means premises owned or occupied by a new or existing customer.~~

Perth metropolitan area means the region described in the Planning and Development Act 2005 Schedule 3;

~~“pre-payment meter” means a meter that requires a customer to pay for the supply of electricity ~~prior to~~ before consumption;~~

~~“pre-payment meter customer” means a customer who has a pre-payment meter operating at the customer’s supply address;~~

**“pre-payment meter service”** means a service for the supply of electricity where the customer agrees to purchase electricity by means of a pre-payment meter-;

**protected period** means —

- (a) a Monday, Tuesday, Wednesday or Thursday after 3 pm; or
- (b) a Friday after 12 noon; or
- (c) a Saturday, a Sunday or a public holiday throughout the State; or
- (d) a business day immediately before a public holiday throughout the State;

**“public holiday”** means ~~a public holiday in Western Australia.~~

**“re-certification”** means ~~confirmation from an appropriately qualified medical practitioner that a person residing at the customer’s supply address continues to require life support equipment.~~

**“recharge facility”** means a facility where a pre-payment meter customer can purchase credit for ~~the a~~ pre-payment meter-;

**“reconnect”** means to re-energise the customer’s supply address following disconnection-;

**“re-energise”** means to restore the supply voltage to the meter at the supply address-;

**“regional area”** means ~~all areas~~ an area in ~~Western Australia the State~~ other than the metropolitan area-;

**“Regional Power Corporation”** means ~~the body corporate established as such by the Electricity Corporations Act 2005.~~

**“relevant consumer representative”** —

- (a) means a person who may reasonably be expected to represent the interests of residential customers who are experiencing —
  - (i) payment difficulties in paying their bills or purchasing credit for the recharge of a pre-payment meter; or

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(ii) financial hardship; and

(b) includes financial counsellors;

relevant standard, in relation to a retailer or a distributor, has the meaning given in clause 81;

~~“reminder notice” means a notice in writing issued in accordance with~~ has the meaning given in clause ~~7.1 48~~(1)(a);

~~“reporting year” means a year commencing on 1 July and ending on 30 June.~~

~~“residential customer”~~ means a customer who consumes electricity solely for domestic use;

~~“residential pre-payment meter customer”~~ means a residential customer who has a pre-payment meter operating at the customer’s supply address ~~and who consumes electricity solely for domestic use.~~

~~“resolved”, in relation to a complaint, means the that —~~

(a) a decision or determination has been made by the retailer or distributor (as relevant) with respect to the complaint, ~~where; and~~

(b) in making the decision or determination, the retailer or distributor, ~~having had~~ regard to the nature and particular circumstances of the complaint, ~~has and~~ used all reasonable steps to ensure the best possible approach to addressing the complaint;

~~“retailer”~~ means a person who holds a retail licence or integrated regional licence under Part 2 of the Act;

shortened billing cycle —

(a) means a billing cycle that is shorter than a customer’s standard billing cycle; but

(b) does not include a billing cycle agreed under clause 19(3);

~~“standard form contract”~~ ~~means a contract that is approved by the Authority under~~ has the meaning given in section ~~51 47~~ of

~~the Act or prescribed by the Minister under section 55 of the Act prior to its repeal;~~

~~“supply address” means the premises to which electricity was, is or may be supplied under a contract;~~

~~“telephone” means a device which is used to transmit and receive voice frequency signals.~~

~~“temporary suspension of actions” means a situation where a retailer temporarily suspends all disconnection and debt recovery procedures without entering into an alternative payment arrangement under clause 6.4(1).~~

~~“time band” refers to a period of time within a time of use tariff to which a given tariff rate applies;~~

~~“time of use tariff” means a tariff structure in which some or all of the tariff varies according to the time at which electricity is supplied;~~

~~“TTY” means a teletypewriter.~~

~~“Type 7” has the same meaning as in the Metering Code.~~

~~“undercharging” —~~

~~(a) includes the undercharging of a customer that is the result of, without limitation —~~

~~(a) the failure to issue a bill in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or~~

~~(b) the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some —~~

~~(i) an error, defect, error or default for which the retailer or distributor is responsible or contributed to, but does not include (including when a meter is found to be defective); or~~

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(ii) an adjustment, the retailer basing a bill or bills on estimated energy data that is less than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by a person employed or appointed by the distributor that passes the validation processes in Appendix 2 of the Metering Code; or

(iii) a failure to issue a bill to a customer;

but

(b) does not include an amount charged in accordance with a bill smoothing arrangement;

“unsolicited consumer agreement” is defined in section 69 of the Australian Consumer Law (WA)- section 69;

verifiable confirmation means confirmation that is given to a retailer or electricity marketing agent —

(a) expressly; and

(b) in writing or orally; and

(c) by a customer or a nominated person competent to give the confirmation on the customer’s behalf;

“verifiable consent” means consent that is given to a retailer or electricity marketing agent —

(a) expressly; and

(b) in writing or orally; and

(c) after the retailer or electricity marketing agent (whichever is relevant) has, in plain language appropriate to that customer, disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and

(d)(c) by the a customer or a nominated person competent to give the consent on the customer’s behalf; and

(d) after the retailer or electricity marketing agent (whichever is relevant) has, in plain language appropriate to the customer, disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used;

**vulnerable customer** means a designated person —

- (a) who has advised the retailer that they are affected by family violence; or
- (b) who the retailer has reason to believe is affected by family violence.

Note for this clause:

A term used in this code has the same meaning as it has in the *Electricity Industry Act 2004*. See the *Electricity Industry Act 2004* sections 3 and 78 in particular, and the *Interpretation Act 1984* section 44.

#### 4. Payment plans

- (1) For the purposes of this code, a **payment plan** is an interest-free and fee-free plan or other arrangement between a retailer and a residential customer under which the customer is allowed to pay a bill, any arrears or a charge (including a disconnection or reconnection charge) by 2 or more instalments while continuing consumption of electricity.
- (2) In subclause (1), a fee includes any fee or charge associated with the establishment or operation of a payment plan that would not otherwise be payable if the residential customer had not entered into the payment plan.

#### 5. Provision of information to customers

- (1) In this clause —
  - designated entity** means —
  - (a) a retailer; or
  - (b) a distributor; or

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- (c) an electricity marketing agent.
- (2) If this code requires a designated entity to give or provide information to a customer on request, the designated entity may satisfy this requirement by —

  - (a) referring the customer —

    - (i) to the information on a retailer’s or distributor’s website (as the case requires); or
    - (ii) subject to subclause (4), to a mobile application or an electronic communication portal where the information may be obtained;
  - or
  - (b) providing a copy of the information to the customer.
- (3) The designated entity must provide a copy of the information to the customer if the customer requests a copy.
- (4) A designated entity may rely on subclause (2)(a)(ii) only if the designated entity, when referring a customer to the mobile application or portal, advises the customer that the customer is also entitled to be provided with a copy of the information by the designated entity.
- (5) This clause does not limit any other provision of this code relating to the provision of information.

**1.6 Application**

Subject to clause 1.10, the Code applies to—

- (a) retailers;
- (b) distributors; and
- (c) electricity marketing agents;

~~in accordance with Part 6 of the Act.~~

**1.7 Purpose**

~~The Code regulates and controls the conduct of electricity marketing agents, retailers and distributors.~~

**1.8 Objectives**

~~The objectives of the Code are to—~~

- ~~(a) define standards of conduct in the supply and marketing of electricity to customers; and~~
- ~~(b) protect customers from undesirable marketing conduct.~~

**1.9 Amendment & Review**

~~The process for amendment and review of the Code is set out in Part 6 of the Act.~~

**6. Variations relating to standard form contracts**

- (1) A retailer and a customer may agree that the following clauses do not apply, or are amended in their application, to a standard form contract —
  - (a) clause 18(2);
  - (b) clause 38(1);
  - (c) clause 53;
  - (d) clause 86(2);
  - (e) clause 100(1);
  - (f) clause 100(2).
- (2) An agreement under subclause (1) may be a written or a verbal agreement.

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7. ~~Variation from the Code~~ Variations relating to non-standard contracts [was 1.10]

(1) A retailer and a customer may agree that the following clauses ~~(marked with an asterisk throughout)~~ do not apply, or are ~~to be~~ amended in their application, ~~in~~ to a non-standard contract —

- (a) clause 18(2);
- ~~(a)~~(b) clause 4.119;
- ~~(b)~~(c) clause 4.220;
- (d) clause 21(1) to (6);
- ~~(e)~~(e) clause 5.133;
- ~~(d)~~(f) clause 5.234;
- ~~(e)~~(g) clause 5.435;
- ~~(f)~~(h) clause 5.738; and
- ~~(g)~~(i) clause 8.153;
- (j) clause 86(2);
- (k) clause 100(1);
- (l) clause 100(2).

(2) An agreement under subclause (1) may be a written or a verbal agreement.

## Part 2 — Marketing

Note for this Part:

This ~~Code code~~ is not the only compliance obligation in relation to marketing. Other State and ~~Federal Commonwealth~~ laws apply to marketing activities, including ~~but not limited to~~ the *Fair Trading Act 2010* (~~WA~~), the *Spam Act 2003* (~~Cth Commonwealth~~), the *Spam Regulations 2004-2021* (~~Cth Commonwealth~~), the *Do Not Call Register Act 2006* (~~Cth Commonwealth~~), the *Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2007* (~~Cth 2017 Commonwealth~~) and the *Privacy Act 1988* (~~Cth Commonwealth~~).

### ~~Division 1 — Obligations particular to retailers~~

#### Division 1 — Retailer obligations

8. ~~Retailers to must~~ ensure electricity marketing agents comply with ~~this Part~~ [was 2.1]

A retailer must ensure that its electricity marketing agents comply with this Part.

### Division 2 — Contracts and information to be provided to customers

9. ~~Entering into a~~ standard form contract [was 2.2]
- (1) When ~~entering a retailer and a customer enter~~ into a standard form contract that is not an unsolicited consumer agreement, ~~a the~~ retailer or ~~an~~ electricity marketing agent must —
- (a) record the date on which the standard form contract was entered into; and
  - (b) give, or make available to the customer, at no charge, a copy of the standard form contract —
    - (i) if the standard form contract is entered into by telephone — as soon as possible, but not more than 5 business days, after the standard form contract is entered into; or

- (i)(ii) ~~otherwise~~ — at the time the standard form contract is entered into, ~~if the standard form contract was not entered into over the telephone;~~  
or
- (ii) ~~as soon as possible, but not more than 5 business days after the standard form contract was entered into, if the standard form contract was entered into over the telephone.~~
- (2) ~~Subject to~~ ~~Unless~~ subclause (3) ~~applies, if a customer enters into a standard form contract with a retailer, a~~ retailer or ~~an~~ electricity marketing agent must give the following information to ~~a~~ ~~the~~ customer ~~no later than on or with~~ ~~before or at the time of giving~~ the customer's ~~first~~ ~~1<sup>st</sup>~~ bill —
- (a) how the customer may obtain —
    - (i) a copy of ~~the Code~~ ~~this code~~; and
    - (ii) details ~~on~~ ~~of~~ all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;
  - (b) the scope of ~~the Code~~ ~~this code~~;
  - (c) that ~~a retailer~~ ~~retailers~~ and electricity marketing ~~agent~~ ~~agents~~ must comply with ~~the Code~~ ~~this code~~;
  - (d) how the retailer may assist if the customer is experiencing ~~payment difficulties or financial hardship problems paying a bill~~;
  - (e) ~~with respect to~~ ~~in the case of~~ a residential customer, ~~the concessions that may apply to the residential customer~~ — a statement that the customer may be eligible to ~~receive concessions and how the customer may find out about their eligibility to receive those concessions~~;
  - (f) the distributor's 24-hour telephone number for faults and emergencies;
  - (g) ~~with respect to~~ ~~in the case of~~ a residential customer, ~~how the residential customer may access the retailer's~~ —

- (i) ~~multi-lingual services (in languages reflective of the retailer's customer base);~~ the telephone number for interpreter services, identified by the National Interpreter Symbol; and
  - (ii) ~~TTY services;~~ the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
  - (h) how to make an enquiry of, or complaint to, the retailer; ~~and~~
  - (i) general information on the safe use of electricity.
- (3) ~~For the purposes of subclause (2), a~~ A retailer or an electricity marketing agent is ~~taken to have given the customer the not~~ required to give the information set out in subclause (2) to a customer if —
- (a) the retailer or an electricity marketing agent has ~~provided~~ given the information to ~~that the~~ customer within the preceding 12 months; or
  - (b) the retailer or an electricity marketing agent has informed the customer how the customer may obtain the information, ~~unless and the customer requests has not requested to receive be given~~ the information.

#### 10. **Entering into ~~a~~ non-standard contract [was 2.3]**

- (1) When ~~entering a~~ retailer and a customer enter into a non-standard contract that is not an unsolicited consumer agreement, ~~a the~~ retailer or an electricity marketing agent must —
- (a) obtain and make a record of the customer's verifiable consent ~~that to entering into~~ the non-standard contract ~~has been entered into;~~ and
  - (b) give, or make available to the customer, at no charge, a copy of the non-standard contract —
    - (i) if the non-standard contract is entered into by telephone — as soon as possible, but not more

- than 5 business days, after the non-standard contract is entered into; or
- ~~(i)(ii)~~ otherwise — at the time the non-standard contract is entered into, ~~if the non-standard contract was not entered into over the telephone;~~  
or
- ~~(ii)~~ ~~as soon as possible, but not more than 5 business days after the non-standard contract was entered into, if the non-standard contract was entered into over the telephone.~~
- (2) Before ~~entering a retailer enters~~ into a non-standard contract with a customer, ~~a the~~ retailer or an electricity marketing agent must give the customer the following information —
- (a) if the retailer is required to offer to supply electricity to the customer under a standard form contract —
- (i) a statement that the customer is able to choose the standard form contract offered by the retailer; and
- (ii) details of the difference between the non-standard contract and the standard form contract;
- (b) if the customer is a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about their eligibility to receive those concessions;
- ~~(a)(c)~~ details of any right the customer may have to rescind the non-standard contract during ~~a the~~ cooling-off period and the charges that may apply if the customer rescinds the non-standard contract;
- (3) Unless subclause (4) applies, if a customer enters into a non-standard contract with a retailer, the retailer or an electricity marketing agent must give the following information to the customer before or at the time of giving the customer's 1<sup>st</sup> bill —
- ~~(b)(a)~~ how the customer may obtain —

- (i) a copy of ~~the Code~~ this code; and
- (ii) details ~~on of~~ all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;
- ~~(e)~~(b) the scope of ~~the Code~~ this code;
- ~~(d)~~(c) that ~~a retailer~~ retailers and electricity marketing ~~agent~~ agents must comply with ~~the Code~~ this code;
- ~~(e)~~(d) how the retailer may assist if the customer is experiencing ~~payment difficulties or financial hardship~~ problems paying a bill;
- ~~(f)~~ with respect to a residential customer, the concessions that may apply to the residential customer;
- ~~(g)~~(e) the distributor's 24-hour telephone number for faults and emergencies;
- ~~(h)~~(f) with respect to in the case of a residential customer, how the residential customer may access the retailer's —
  - (i) ~~multi-lingual services (in languages reflective of the retailer's customer base);~~ the telephone number for interpreter services, identified by the National Interpreter Symbol; and
  - (ii) ~~TTY services;~~ the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
- ~~(i)~~(g) how to make an enquiry of, or complaint to, the retailer; ~~and~~
- ~~(j)~~(h) general information on the safe use of electricity.
- ~~(3)~~(4) ~~For the purposes of subclauses (2)(b)–(j), a~~ A retailer or electricity marketing agent is ~~taken to have given the customer the not~~ required to give the information set out in subclause (3) to a customer if —
  - (a) the retailer or an electricity marketing agent has ~~provided given~~ the information to ~~that the~~ customer within the preceding 12 months; or

- (b) the retailer or an electricity marketing agent has informed the customer how the customer may obtain the information, ~~unless and~~ the customer requests ~~has not requested~~ to receive ~~be given~~ the information.
- ~~(4) Before arranging a non-standard contract, the Electricity Generation and Retail Corporation or Regional Power Corporation, or an electricity marketing agent acting on behalf of it, must give a customer the following information —~~
- ~~(a) that the customer is able to choose the standard form contract offered by the relevant retailer; and~~
- ~~(b) the difference between the non-standard contract and the standard form contract.~~
- (5) Subject to subclause (3), a ~~A~~ retailer or electricity marketing agent must obtain the customer's verifiable consent confirmation that the information referred to in clause 2.3(2) and clause 2.3(4) subclause (2) (if applicable) has been given.

### **Division 3 — Marketing conduct**

#### **11. Standards of conduct [was 2.4]**

- (1) A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers of the retailer and that any prices that exclude concessions are disclosed.
- (2) A retailer or electricity marketing agent must ensure that a customer of the retailer is able to contact the retailer or electricity marketing agent on the retailer's or electricity marketing agent's contact details, including their telephone number, during the normal business hours of the retailer or electricity marketing agent for the purposes of enquiries, verifications and complaints.

12. **Contact for ~~the~~ purposes of marketing [was 2.5]**

- (1) A retailer or electricity marketing agent who ~~makes contact with~~ contacts a customer for the purposes of marketing must, on request by the customer, provide the customer with —
- (a) ~~provide the customer with~~ the complaints telephone number of the retailer on whose behalf the contact is being made; and
  - (b) ~~provide the customer with the~~ telephone number of contact details for the electricity industry ombudsman; and
  - (c) ~~for in the case of~~ contact by an electricity marketing agent; ~~— provide the customer with~~ the electricity marketing agent's marketing identification number.
- (2) A retailer or electricity marketing agent who meets with a customer face to face for the purposes of marketing must —
- (a) ~~wear~~ display a clearly visible and legible identity card that shows —
    - (i) ~~his or her the~~ first name; of the person who is meeting with the customer; and
    - (ii) ~~his or her a~~ photograph; of the person who is meeting with the customer; and
    - (iii) in the case of an electricity marketing agent — the electricity marketing agent's ~~his or her~~ marketing identification number ~~(for contact by an electricity marketing agent); and~~
    - (iv) the name of the retailer on whose behalf the contact is being made; ~~and~~
  - and
  - (b) on request by the customer, provide the ~~customer~~ following information, in writing, to the customer —
    - (i) ~~his or her the~~ first name of the person who is meeting with the customer;

- (ii) in the case of an electricity marketing agent — the electricity marketing agent's his or her marketing identification number ~~(for contact by an electricity marketing agent)~~;
- (iii) the name of the retailer on whose behalf the contact is being made;
- (iv) the complaints telephone number of the retailer on whose behalf the contact is being made;
- (v) the business address and Australian Business Number or Australian Company Number of the retailer on whose behalf the contact is being made; ~~and~~
- (vi) the ~~telephone number of~~ contact details for the electricity industry ombudsman; ~~,~~

~~as soon as practicable following a request by the customer for the information.~~

(3) A retailer or electricity marketing agent must comply with a request under subclause (2)(b) as soon as practicable after it is made by the customer.

**13. ~~No canvassing or advertising~~ Compliance with signs [was 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 at the person's premises indicating —

- (a) that canvassing is not permitted at the premises; or
- (b) that no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at, or associated with, the premises.

#### Division 4 — Miscellaneous

#### 14. Compliance with code [was 2.7]

- (1) An electricity marketing agent who contravenes a provision of this Part commits an offence.

Penalty ~~for this subclause~~:

- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20 000.

- (2) If an electricity marketing agent ~~of a retailer~~ contravenes a provision of this Part while acting on behalf of a retailer, the retailer commits an offence.

Penalty ~~for this subclause~~:

- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20 000.

- (3) It is a defence to a prosecution for ~~a contravention of an offence under~~ subclause (2) if the retailer proves that the retailer used reasonable endeavours to ensure that the electricity marketing agent complied with ~~the Code~~ this code.

#### 15. Presumption of authority [was 2.8]

- (1) ~~A~~ This clause applies to a person who carries out ~~any a~~ marketing activity in the name of or for the benefit of —

- (a) a retailer; or
- (b) an electricity marketing agent~~;~~

- (2) The person is ~~to be~~ taken, unless the contrary is proved, to have been employed or authorised by the retailer or electricity marketing agent to carry out ~~that the marketing~~ activity.

#### 16. Electricity marketing agent complaints [was 2.9]

An electricity marketing agent must —

- (a) keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about

the marketing carried out by or on behalf of the electricity marketing agent; and

- (b) on request by the electricity [industry](#) ombudsman in relation to a particular complaint, give to the electricity [industry](#) ombudsman, within 28 days ~~of~~ after receiving the request, all information that the electricity marketing agent has relating to the complaint.

**17. Records ~~to~~ must be kept [was 2.10]**

A record or other information that an electricity marketing agent is required ~~by this Code~~ to keep under this code must be kept for at least 2 years from the last time that there was contact between the person to whom the record or other information relates and the electricity marketing agent.—

- (a) ~~after the last time the person to whom the information relates was contacted by or on behalf of the electricity marketing agent; or~~
- (b) ~~after receipt of the last contact from or on behalf of the electricity marketing agent, whichever is later.~~

## Part 3 — Connection

### 18. **Obligation to forward connection ~~application request~~ [was 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 connection to the ~~relevant~~ distributor for the purpose of arranging for the connection of the customer's supply address (if the customer's supply address is not already connected).
- (2) ~~Unless the customer agrees otherwise, a~~ retailer must forward the customer's request for connection to the ~~relevant~~ distributor —
  - (a) ~~that same day~~, if the request is received before ~~3pm~~ 3 pm on a business day ~~— on that same day~~; or
  - (b) ~~the next business day~~, if the request is received on or after 3pm ~~3 pm on a business day~~ or on a Saturday, a Sunday or a public holiday throughout the State — no later than the next business day.

~~(3) — In this clause —~~

~~“customer” includes a customer's nominated representative.~~

#### Note for this clause:

~~[Note: The Obligation to Connect Regulations provide regulations in relation to the obligation ~~upon~~ on a distributor to energise and connect a premises.]~~

## Part 4 — Billing

### Division 1 — Billing cycles

#### 19. Standard billing cycle\* [was 4.1]

~~A retailer must issue a bill—~~

- ~~(a) no more than once a month, unless the retailer has—~~
  - ~~(i) obtained a customer’s verifiable consent to issue bills more frequently;~~
  - ~~(ii) given the customer—~~
    - ~~(A) a reminder notice in respect of 3 consecutive bills; and~~
    - ~~(B) notice as contemplated under clause 4.2;~~
  - ~~(iii) received a request from the customer to change their supply address or issue a final bill, in which case the retailer may issue a bill more than once a month for the purposes of facilitating the request; or~~
  - ~~(iv) less than a month after the last bill was issued, received metering data from the distributor for the purposes of preparing the customer’s next bill;~~
- ~~(b) no less than once every 3 months, unless the retailer—~~
  - ~~(i) has obtained the customer’s verifiable consent to issue bills less frequently;~~

(1) Unless subclause (2) applies, a retailer must issue a bill to a customer at least once every 100 days.

(2) A retailer may issue a bill that is outside the timeframe under subclause (1) if the retailer —

- ~~(ii)~~(a) has not received the required ~~metering data~~energy data from the distributor for the ~~purposes~~purpose of preparing the bill, despite using its best endeavours to

- obtain the ~~metering data~~ energy data from the distributor; or
- ~~(iii)~~(b) is unable to comply with ~~this the~~ timeframe due to the actions of the customer ~~where~~ in circumstances in which —
- (i) the customer is supplied with electricity under a deemed contract pursuant to ~~regulation 37 of the Electricity Industry (Customer Contracts) Regulations 2005~~ regulation 37; and
  - (ii) the bill is the ~~first~~ 1<sup>st</sup> bill issued to that customer at that supply address.

- (3) A retailer and a customer may agree to a billing cycle with a regular recurrent period that differs from the customer's standard billing cycle if —
- (a) the retailer obtains the customer's verifiable consent to the new billing cycle; and
  - (b) the regular recurrent period of the new billing cycle does not exceed 100 days.

**20. Shortened billing cycle\* [was 4.2]**

- ~~(1) For the purposes of clause 4.1(a)(ii), a retailer has given a customer notice if the retailer has advised the customer, prior to placing the customer on a shortened billing cycle, that —~~
- ~~(a) receipt of a third reminder notice may result in the customer being placed on a shortened billing cycle;~~
  - ~~(b) if the customer is a residential customer, assistance is available for residential customers experiencing payment difficulties or financial hardship;~~
  - ~~(c) the customer may obtain further information from the retailer on a specified telephone number; and~~
  - ~~(d) once on a shortened billing cycle, the customer must pay 3 consecutive bills by the due date to return to the customer's previous billing cycle.~~

- ~~(2) Notwithstanding clause 4.1(a)(ii), a retailer must not place a residential customer on a shortened billing cycle without the customer's verifiable consent if—~~
- ~~(a) the residential customer informs the retailer that the residential customer is experiencing payment difficulties or financial hardship; and~~
  - ~~(b) the assessment carried out under clause 6.1 indicates to the retailer that the customer is experiencing payment difficulties or financial hardship.~~
- (1) A retailer must not place a customer on a shortened billing cycle unless subclause (2) applies.
- (2) A retailer may place a customer on a shortened billing cycle if—
- (a) in the case of a residential customer — the customer is not a customer experiencing financial hardship; and
  - (b) the retailer has given the customer a reminder notice for 3 consecutive bills; and
  - (c) before the 3<sup>rd</sup> reminder notice is given to the customer, the retailer has given the customer a notice informing the customer that —
    - (i) receipt of a 3<sup>rd</sup> reminder notice may result in the customer being placed on a shortened billing cycle; and
    - (ii) in the case of a residential customer — assistance is available for residential customers experiencing problems paying their bills; and
    - (iii) the customer may obtain further information from the retailer on a specified telephone number; and
    - (iv) once on a shortened billing cycle, the customer must pay 3 consecutive bills by the due date to return to the customer's former billing cycle.

- (3) ~~If, after giving notice as required under clause 4.1(a)(ii), a retailer decides to shorten the billing cycle in respect of a customer, the retailer must give the customer written notice of that decision within 10 business days of making that decision.~~

The retailer must, within 10 business days after placing the customer on a shortened billing cycle under subclause (2), give the customer notice that —

- (a) the customer has been placed on a shortened billing cycle; and
  - (b) the customer must pay 3 consecutive bills by the due date shown on each bill to return to the customer's former billing cycle; and
  - (c) failure to make a payment may result in arrangements being made for disconnection of the supply of electricity.
- (4) ~~A shortened billing cycle~~ billing cycle shortened under subclause (2) must be at least 10 business days.
- (5) A retailer must, on request, return a customer, who is subject to a shortened billing cycle under subclause (2) and has paid 3 consecutive bills by the due date, ~~on request, to the billing cycle that applied to the customer before the shortened billing cycle commenced~~ to the customer's former billing cycle.
- (6) A retailer must inform a customer, who is subject to a shortened billing cycle, under subclause (2), at least once every 3 months, that, if the customer pays 3 consecutive bills by the due date of each bill, the customer will be returned, on request, to the ~~billing cycle that applied to the customer before the shortened billing cycle commenced~~ customer's former billing cycle.

#### ~~4.3~~ Bill smoothing

- ~~(1) Notwithstanding clause 4.1, in respect of any 12 month period, on receipt of a request by a customer, a retailer may provide the customer with a bill which reflects a bill smoothing arrangement.~~

- ~~(2) — If a retailer provides a customer with a bill under a bill smoothing arrangement pursuant to subclause (1), the retailer must ensure that—~~
- ~~(a) — the amount payable under each bill is initially the same and is set out on the basis of—~~
    - ~~(i) — the retailer’s initial estimate of the amount of electricity the customer will consume over the 12 month period;~~
    - ~~(ii) — the relevant supply charge for the consumption and any other charges related to the supply of electricity agreed with the customer;~~
    - ~~(iii) — any adjustment from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and~~
    - ~~(iv) — any other relevant information provided by the customer.~~
  - ~~(b) — the initial estimate is based on the customer’s historical billing data or, if the retailer does not have that data, the likely average consumption at the relevant tariff calculated over the 12 month period as estimated by the retailer;~~
  - ~~(c) — in or before the seventh month—~~
    - ~~(i) — the retailer re-estimates the amount under subclause (2)(a)(i), taking into account any meter readings and relevant seasonal and other factors agreed with the customer; and~~
    - ~~(ii) — unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and~~
  - ~~(d) — at the end of the 12 month period, or any other time agreed between the retailer and the customer and at the end of the bill smoothing arrangement, the meter is read~~

~~and any adjustment is included on the next bill in accordance with clause 4.19; and~~

- ~~(e) the retailer has obtained the customer's verifiable consent to the retailer billing on that basis; and~~
- ~~(f) if the bill smoothing arrangement between the retailer and the customer is for a defined period or has a specified end date, the retailer must no less than one month before the end date of the bill smoothing arrangement notify the customer in writing—
  - ~~(i) that the bill smoothing arrangement is due to end; and~~
  - ~~(ii) the options available to the customer after the bill smoothing arrangement has ended.~~~~

#### ~~4.4 How bills are issued~~

~~A retailer must issue a bill to a customer at the address nominated by the customer, which may be an email address.~~

### **Division 2 — Contents of a bill**

#### **21. ~~Particulars on each bill~~ Contents of bill [was 4.5]**

- ~~(1) Unless a customer agrees otherwise, a retailer must include at least the following information on the customer's bill—
  - ~~(a) either the range of dates of the metering supply period or the date of the current meter reading or estimate;~~
  - ~~(b) if the customer has a Type 7 connection point, the calculation of the tariff in accordance with the procedures set out in clause 4.6(1)(c);~~
  - ~~(c) if the customer has an accumulation meter installed (whether or not the customer has entered into an export purchase agreement with a retailer)—
    - ~~(i) the current meter reading or estimate; or~~~~~~

- ~~(ii) if the customer is on a time of use tariff, the current meter reading or estimate for the total of each time band in the time of use tariff;~~
- ~~(d) if the customer has not entered into an export purchase agreement with a retailer—~~
  - ~~(i) the customer's consumption, or estimated consumption; and~~
  - ~~(ii) if the customer is on a time of use tariff, the customer's consumption or estimated consumption for the total of each time band in the time of use tariff;~~
- ~~(e) if the customer has entered into an export purchase agreement with a retailer—~~
  - ~~(i) the customer's consumption and export;~~
  - ~~(ii) if the customer is on a time of use tariff, the customer's consumption and export for the total of each time band in the time of use tariff; and~~
  - ~~(iii) if the customer has an accumulation meter installed and the export meter reading has been obtained by the retailer, the export meter reading;~~
- ~~(f) the number of days covered by the bill;~~
- ~~(g) the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;~~
- ~~(h) the applicable tariffs;~~
- ~~(i) the amount of any other fees or charges and details of the service provided;~~
- ~~(j) with respect to a residential customer, a statement that the residential customer may be eligible to receive concessions and how the residential customer may find out its eligibility for those concessions;~~

- ~~(k) if applicable, the value and type of any concessions provided to the residential customer that are administered by the retailer;~~
- ~~(l) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from the customer;~~
- ~~(m) the average daily cost of consumption, including charges ancillary to the consumption of electricity, unless the customer is a collective customer;~~
- ~~(n) the average daily consumption unless the customer is a collective customer;~~
- ~~(o) a meter identification number (clearly placed on the part of the bill that is retained by the customer);~~
- ~~(p) the amount due;~~
- ~~(q) the due date;~~
- ~~(r) a summary of the payment methods;~~
- ~~(s) a statement advising the customer that assistance is available if the customer is experiencing problems paying the bill;~~
- ~~(t) a telephone number for billing and payment enquiries;~~
- ~~(u) a telephone number for complaints;~~
- ~~(v) the contact details for the electricity ombudsman;~~
- ~~(w) the distributor's 24 hour telephone number for faults and emergencies;~~
- ~~(x) the supply address and any relevant mailing address;~~
- ~~(y) the customer's name and account number;~~
- ~~(z) the amount of arrears or credit;~~
- ~~(aa) if applicable and not included on a separate statement
  - ~~(i) payments made under an instalment plan; and~~
  - ~~(ii) the total amount outstanding under the instalment plan;~~~~

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

~~(cc) the telephone number for TTY services; and~~

~~(dd) to the extent that the data is available, a graph or bar chart illustrating the customer’s amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year.~~

(1) In addition to any information required to be included on a customer’s bill under another provision of this code, a retailer must include the information set out in this clause on the customer’s bill.

(2) The bill must include the following information in relation to the particular service —

(a) the supply address;

(b) the customer’s name and account number;

(c) a meter identification number (if relevant).

(3) The bill must include the following information in relation to supply and consumption of electricity —

(a) the start and end date of the supply period;

(b) the number of days covered by the bill;

(c) either —

(i) if the customer is on a time of use tariff — the customer’s consumption or estimated consumption for each time band in the time of use tariff; or

(ii) in any other case — the customer’s consumption, or estimated consumption;

(e) unless the customer is a collective customer, the average daily consumption.

- (4) The bill must include the following information in relation to amounts due and payments —
- (a) the amount due;
  - (b) if there is an accumulation meter installed at the supply address — the current meter reading or estimate or, if the customer is on a time of use tariff, the current meter reading or estimate for each time band in the time of use tariff;
  - (c) if there is no meter installed at the supply address — the basis on which the amount due has been calculated;
  - (d) the applicable tariffs;
  - (e) the amount of any arrears or credit standing to the customer's name;
  - (f) the amount of any other fees or charges and details of the service provided in connection with those fees or charges;
  - (g) in the case of a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about eligibility for those concessions;
  - (h) if applicable, the value and type of any concessions provided to the customer that are administered by the retailer;
  - (i) a statement advising the customer that assistance is available if the customer is experiencing problems paying the bill;
  - (j) a telephone number for billing and payment enquiries;
  - (k) if applicable and not included on a separate statement —
    - (i) payments made under a payment plan that has not been completed; and
    - (ii) the total amount outstanding under the payment plan;

- (l) if applicable, a statement that an additional fee may be imposed to cover the costs of late payment from the customer;
  - (m) to the extent that the data is available, a graph or bar chart showing the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year;
  - (n) the average daily cost of consumption, including charges ancillary to the consumption of electricity, unless the customer is a collective customer;
  - (o) the date by which the bill must be paid;
  - (p) a summary of the applicable payment methods.
- (5) If the customer has an export purchase agreement with the retailer, the bill must include the following information —
- (a) if the customer has an accumulation meter installed and an export meter reading has been obtained — the export meter reading;
  - (b) either —
    - (i) if the customer is on a time of use tariff — the amount, or estimated amount, of electricity exported by the customer for each time band in the time of use tariff; or
    - (ii) in any other case — the amount, or estimated amount, of electricity exported by the customer.
- (6) The bill must include the following ancillary information —
- (a) a telephone number for complaints;
  - (b) the contact details for the electricity industry ombudsman;
  - (c) the distributor's 24-hour telephone number for faults and emergencies.

- (7) Subclause (2)(b) does not apply if the customer is supplied under a deemed contract pursuant to the *Electricity Industry (Customer Contracts) Regulations 2005* regulation 37.
- (8) Notwithstanding subclause (1)(dd), a retailer is not obliged to include a graph or bar chart on the bill. Subclause (4)(m) does not apply if the bill is —
- (a) not indicative of a customer's actual consumption; or
  - (b) not based ~~upon~~ on a meter reading; or
  - (c) for a collective customer.
- (9) If a retailer ~~identifies a historical debt and~~ wishes to bill a customer for ~~that a~~ historical debt, the retailer must advise give the following information to the customer of no later than the next bill in the customer's billing cycle —
- (a) the amount of the historical debt; ~~and~~
  - (b) the basis of the historical debt.
- ~~before, with, or on the customer's next bill.~~

### Division 3 — Basis of bill

#### 22. Basis of bill [was 4.6]

- (1) Subject to clauses 4.3 and 4.8, a ~~A~~ retailer must base a customer's bill ~~on~~ —
- (a) the distributor's or metering agent's reading of the meter at the customer's supply address; ~~on energy data provided for the relevant meter at the customer's supply address provided by the distributor or metering data agent; or~~
  - (b) the customer's reading of the meter installed at the customer's supply address, ~~provided the distributor has expressly or impliedly consented to the customer reading the meter for the purpose of determining the amount due; or~~

~~(e)(b)~~ if the connection point is a Type 7 connection point, the procedure as set out in the metrology procedure or Metering Code, or otherwise as set out in any applicable law, if there is no meter installed at the customer's supply address — on energy data that is calculated in accordance with the metrology procedure, the Metering Code or any other applicable law; or

(c) if the customer has entered into a non-standard contract — on any other method agreed between the retailer and the customer.

(2) A bill will be taken to comply with subclause (1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the retailer and the customer.

#### ~~4.7~~ Frequency of meter readings

~~(3)~~ Other than in respect of a Type 7 connection point, a If a retailer is required to comply with subclause (1)(a), the retailer must use its best endeavours to ensure that ~~metering data~~ an actual value is obtained as frequently as required to prepare its bills.

(4) The retailer must ensure that the customer is provided with a written record of any method agreed between the retailer and the customer under subclause (1)(c).

### 23. **Estimations [was 4.8]**

~~(1)~~ If a retailer is unable to reasonably base a bill on a reading of the meter at a customer's supply address, the retailer must give the customer an estimated bill.

~~(2)~~(1) If a retailer ~~bases~~ has based a customer's bill ~~upon~~ on an estimation, the retailer must clearly specify on the ~~customer's~~ bill that —

- (a) the retailer has based the bill ~~upon~~ on an estimation; and
- (b) the retailer will ~~tell~~ provide to the customer on request —
  - (i) the basis of the estimation; and

- (ii) the reason for the estimation; ~~and~~  
and
- (c) the customer may request —
  - (i) a verification of energy data; and
  - (ii) a meter reading.
- ~~(3)~~(2) A retailer must ~~tell~~provide to a customer on request ~~the~~ —
  - (a) the basis for the estimation; and
  - (b) the reason for the estimation.
- ~~(4)~~(3) For the ~~purpose~~purposes of this clause, ~~where the distributor's or metering agent's reading of the meter at the customer's supply address is partly based on estimated data, then subject to any applicable law a bill is taken to be based on an estimation in relation to an interval meter if~~ —
  - (a) ~~where~~ more than ~~ten per cent~~10% of the interval meter readings are estimated interval meter readings; and
  - (b) the actual energy data cannot otherwise be ~~derived~~ascertained.

~~for that billing period, the bill is deemed to be an estimated bill.~~

#### ~~4.9~~ **Adjustments to subsequent bills**

~~If a retailer gives a customer an estimated bill and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading in accordance with clause 4.19.~~

#### 24. **Customer may request meter reading Replacement of estimation with actual value [was 4.10]**

- ~~(1)~~ This clause applies if —
  - (a) a retailer has based a bill ~~upon~~on an estimation because a customer failed to provide access to the meter; and
  - (b) the customer —

- ~~(a)~~(i) subsequently requests the retailer to replace the estimated bill with a bill based on ~~an actual reading of the customer's meter~~ an actual value; and
- ~~(b)~~(ii) pays the retailer's reasonable charge for reading the meter (if any); and
- ~~(c)~~(iii) provides due access to the meter.

~~(2) the~~ The retailer must use its best endeavours to ~~do so~~ replace the estimated bill with a bill based on an actual value.

#### ~~Division 4 — Meter testing~~

##### ~~4.11 — Customer requests testing of meters or metering data~~

- ~~(1) — If a customer —~~
  - ~~(a) — requests the meter to be tested; and~~
  - ~~(b) — pays the retailer's reasonable charge for testing the meter (if any);~~

~~the retailer must request the distributor or metering agent to test the meter.~~
- ~~(2) — If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.~~

#### ~~Division 5 — Alternative Tariffs~~

#### Division 4 — Change of tariffs

##### 25. ~~Customer applications~~ request for change of tariff [was 4.12]

- (1) ~~If a~~ A retailer must comply with subclause (2) if the retailer offers alternative tariffs and a customer —

- (a) ~~applies to receive an alternative tariff~~ requests the retailer to transfer from that customer's current tariff to another tariff; and
- (b) demonstrates to the retailer that the customer satisfies all of the conditions relating to ~~eligibility for the alternative tariff, that other tariff and any conditions imposed by the~~ customer's distributor.
- (2) ~~the~~ The retailer must ~~change-transfer~~ the customer to the ~~alternative-other~~ tariff referred to in subclause (1)(a) within 10 business days ~~of-after~~ the customer ~~satisfying those conditions~~ complies with subclause (1)(b).
- (3) ~~For the purposes of subclause (1)~~ If a customer transfers from 1 tariff to another under this clause, the effective date of ~~change~~ will be ~~the transfer is~~ —
- (a) ~~unless paragraph (b) applies~~ — the date on which ~~the~~ last a meter reading at the ~~previous tariff~~ is obtained; or
- (b) ~~the date the meter adjustment is completed~~; if the ~~change-transfer~~ requires ~~an adjustment-a change~~ to the meter at the customer's supply address — ~~the date on which the~~ meter change is completed.
26. **Written notification of a change to an alternative tariff**  
**Tariff change if former tariff unavailable** [was 4.13]
- ~~If—~~
- (a) ~~a customer's electricity use at the customer's supply address changes or has changed; and~~
- (b) ~~the customer is no longer eligible to continue to receive an existing, more beneficial tariff,~~
- ~~a retailer must, prior to changing the customer to the tariff applicable to the customer's use of electricity at that supply address, give the customer written notice of the proposed change.~~

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- (1) This clause applies if a customer is no longer eligible to receive a tariff under which the customer is currently supplied electricity at the customer's supply address.
- (2) The retailer must, before changing the customer to another tariff, notify the customer of the proposed change.

**Division 6—Final bill**

**4.14—Request for final bill**

- ~~(1) If a customer requests a retailer to issue a final bill at the customer's supply address, the retailer must use reasonable endeavours to arrange for that bill in accordance with the customer's request.~~
- ~~(2) If a customer's account is in credit at the time of account closure, subject to subclause (3), a retailer must, at the time of the final bill, ask the customer for instructions whether the customer requires the retailer to transfer the amount of credit to—
  - ~~(a) another account the customer has, or will have, with the retailer; or~~
  - ~~(b) a bank account nominated by the customer, and~~the retailer must credit the account, or pay the amount of credit in accordance with the customer's instructions, within 12 business days of receiving the instructions or other such time as agreed with the customer.~~
- ~~(3) If a customer's account is in credit at the time of account closure, and the customer owes a debt to a retailer, the retailer may, with written notice to the customer, use that credit to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must ask the customer for instructions to transfer the remaining amount of credit in accordance with subclause (2).~~

~~Division 7 — Review of bill~~

Division 5 — Review of bill and energy data checking

27. **Review of bill [was 4.15]**

~~Subject to a customer —~~

~~(a) paying —~~

(1) If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill if the customer —

(a) requests a review; and

(b) if the customer has not already paid the bill, pays the lesser of the following —

(i) that portion of the bill under review that the customer and a~~the~~ retailer agree is not in dispute; ~~or~~

(ii) an amount equal to the average amount of the customer's bills over the previous 12 months (excluding the bill in dispute); ~~5~~

~~whichever is less; and~~

~~(b) paying any future bills that are properly due, a retailer must review the customer's bill on request by the customer.~~

~~4.16 — Procedures following a review of a bill~~

~~(1)(2)~~ If, after conducting a review ~~of a bill~~, a retailer is satisfied that the bill ~~is~~ —

(a) is correct, the retailer —

(i) may require a~~the~~ customer to pay the ~~unpaid~~ amount (if any) of the bill that is still outstanding; and

(ii) must advise the customer that the customer may request ~~the retailer to arrange~~ a meter test ~~in accordance with applicable law~~; and

(iii) must advise the customer of the existence and operation of the retailer's ~~internal standard~~ complaints ~~handling processes and dispute resolution procedures~~ and details ~~of about~~ ~~making a complaint to any applicable external complaints handling processes, the electricity industry ombudsman~~;

or

(b) ~~is~~ incorrect, the retailer ~~—~~

(i) must ~~adjust the bill in accordance with clauses 4.17 and 4.18~~ comply with clause 29 or 30, as the case requires; and

(ii) ~~may require the customer to pay the amount (if any) of the bill that is still outstanding.~~

~~(2)~~(3) ~~A~~The retailer must inform a customer of the outcome of the review as soon as practicable ~~after it is completed~~.

~~(3)~~(4) If a retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review ~~under clause 4.15~~, the retailer must ~~provide the customer with notification~~ ~~notify the customer~~ of the status of the review as soon as practicable ~~after the expiration of that period~~.

(5) ~~The initiation of a review does not remove the requirement for the customer to pay future bills as they fall due.~~

## **28. Energy data checking**

(1) ~~If a customer, after receiving a bill, requests that the energy data be checked or the meter be tested, the retailer must arrange for a check of the energy data or testing of the meter (as the case requires).~~

(2) The customer may be required to pay the retailer's reasonable charge for a check or testing under subclause (1).

(3) If the energy data is checked and found to be incorrect or the meter is tested and found to be defective, the retailer must refund any payment made under subclause (2).

### ~~Division 8 — Undercharging, overcharging and adjustment~~

#### Division 6 — Undercharging and overcharging

#### 29. Undercharging [was 4.17]

~~(1) This clause 4.17 applies whether the undercharging became apparent through a review under clause 4.15 or otherwise.~~

~~(1)(2)~~ (2) If a retailer proposes to recover an amount that has been undercharged as a result of an error, defect or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must —

(a) ~~subject to subclause (b),~~ limit the amount to be recovered to no more than the amount undercharged in the 12 months ~~prior to before~~ the date on which the retailer notified the customer ~~that of the~~ undercharging ~~had occurred; and~~

~~(b) other than in the event that the information provided by a customer is incorrect, if a retailer has changed the customer to an alternative tariff in the circumstances set out in clause 4.13 and, as a result of the customer being ineligible to receive the tariff charged prior to the change, the retailer has undercharged the customer, limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the retailer notified the customer under clause 4.13.~~

~~(e)~~(b) notify the customer of the amount to be recovered no later than the next bill, ~~together with~~ after the retailer

becomes aware of the undercharging, and provide an explanation of ~~that~~ the basis on which the amount was calculated; and

~~(d)~~(c) subject to unless subclause (3) applies, not charge the customer interest on ~~that the~~ amount to be recovered or require the customer to pay a late payment fee; and

~~(e)~~(d) in relation to the case of a residential customer, — offer the customer time to pay ~~that the~~ amount to be recovered by means of an instalment plan a payment plan in accordance with clause 6.4(2) and covering 43 for a period at least equal to the period over which the recoverable undercharging occurred.

(2) Subclause (1)(a), (c) and (d) do not apply if the undercharging has occurred because the customer has denied access to the meter at the supply address for more than 12 months.

(3) If, after notifying a customer of the amount to be recovered in accordance with subclause ~~(2)(e)~~(1)(b), the customer ~~has failed~~fails to pay the amount ~~to be recovered~~ by the due date and ~~has~~does not ~~entered enter~~ into an instalment plan a payment plan under subclause ~~(2)(e)~~(1)(d) (if that subclause applies), a retailer may ~~charge the customer interest on that amount from the due date or require the customer to pay a late payment fee.~~do either but not both of following —

(a) charge the customer interest on the amount from the due date;

(b) require the customer to pay a late payment fee.

~~(4) For the purpose of subelause (2), an undercharge that has occurred as a result of a customer denying access to the meter is not an undercharge as a result of an error, defect or default for which a retailer or distributor is responsible.~~

### 30. Overcharging [was 4.18]

~~(1) This clause 4.18 applies whether the overcharging became apparent through a review under clause 4.15 or otherwise.~~

- ~~(2)~~(1) If a customer (including a customer who has vacated the supply address) has been overcharged ~~as a result of an error, defect or default for which a retailer or distributor is responsible (including where a meter has been found to be defective)~~, the retailer must use its best endeavours to inform the customer ~~accordingly of the amount overcharged~~ within 10 business days ~~of after~~ the retailer ~~becoming becomes~~ aware of the ~~error, defect or default overcharging~~ and, subject to ~~subclauses (6) and (7) this clause~~, ask the customer for instructions as to whether the amount should be ~~credited to~~ —
- (a) ~~credited to~~ the customer's ~~account next bill~~; or
  - (b) ~~repaid to a bank account nominated by~~ the customer.
- ~~(3)~~(2) If a retailer receives instructions under subclause ~~(2)~~(1), the retailer must ~~pay deal with~~ the amount in accordance with the customer's instructions within 12 business days ~~of after~~ receiving the instructions.
- ~~(4)~~(3) ~~If However, if~~ a retailer does not receive instructions under subclause ~~(2)~~(1) within 5 business days ~~of after~~ making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's ~~account next bill~~.
- (4) ~~If a customer has been overcharged an amount that is less than \$100, the retailer may credit the amount to the customer's next bill instead of complying with subclause (1).~~
- (5) No interest ~~shall accrue to a credit or refund referred to in subclause (2) is payable on an amount that has been overcharged.~~
- ~~(6)~~ ~~If the amount referred to in subclause (2) is less than \$100, a retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and —~~
- ~~(a) — ask the customer for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or~~
  - ~~(b) — credit the amount to the customer's next bill.~~

~~(7)(6)~~ If Despite subclauses (1) to (5), if a customer has been overcharged by a retailer, and the customer owes a debt to the retailer, then provided that the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice after giving notice to the customer, use the amount of the overcharge to set off the debt owed to the retailer.

(7) Subclause (6) does not apply if the customer is a customer experiencing financial hardship.

~~(7)(8)~~ If, after the set off, there remains an amount of in credit, after a set-off under subclause (6), the retailer must deal with that the amount of credit in accordance with subclauses (1) to (4) or, if (depending on the amount is less than \$100, subclause (6) that remains in credit).

~~(a) — Not Used~~

~~(b) — Not Used~~

#### ~~4.19 — Adjustments~~

~~(1) — If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of a customer, the retailer must —~~

~~(a) — limit the amount to be recovered to no more than the amount of the adjustment for the 12 months prior to the date on which the meter was read on the basis of the retailer's estimate of the amount of the adjustment for the 12 month period taking into account any meter readings and relevant seasonal and other factors agreed with the customer;~~

~~(b) — notify the customer of the amount of the adjustment no later than the next bill, together with an explanation of that amount;~~

~~(c) — not require the customer to pay a late payment fee; and~~

~~(d) — in relation to a residential customer, offer the customer time to pay that amount by means of an instalment plan~~

~~in accordance with clause 6.4(2) and covering a period at least equal to the period to which the adjustment related.~~

- ~~(2) — If the meter is read under either clause 4.6 or clause 4.3(2)(d) and the amount of the adjustment is an amount owing to the customer, the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to subclauses (5) and (7), ask the customer for instructions as to whether the amount should be—~~
- ~~(a) — credited to the customer's account;~~
  - ~~(b) — repaid to the customer; or~~
  - ~~(c) — included as a part of the new bill smoothing arrangement if the adjustment arises under clause 4.3(2)(a)–(b);~~
- ~~(3) — If a retailer received instructions under subclause (2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.~~
- ~~(4) — If a retailer does not receive instructions under subclause (2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.~~
- ~~(5) — If the amount referred to in subclause (2) is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read; and~~
- ~~(a) — ask the customer for instructions under subclause (2), (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or~~
  - ~~(b) — credit the amount to the customer's next bill.~~
- ~~(6) — No interest shall accrue to an adjustment amount under subclause (1) or (2).~~

~~(7) If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided that the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (5).~~

~~(a) Not Used~~

~~(b) Not Used~~

### **Division 7 — Final bill**

#### **31. Request for final bill [was 4.14]**

~~(1) If a customer requests the retailer to arrange for the preparation and issue of a final bill for the customer's supply address, the retailer must use its best endeavours to arrange for —~~

~~(a) a meter reading; and~~

~~(b) the preparation and issue of a final bill for the supply address in accordance with the customer's request.~~

~~(2) Unless subclause (4) applies, if the customer's account is in credit at the time of account closure, a retailer must, at the time of the final bill, ask the customer for instructions as to whether the amount of the credit should be transferred to —~~

~~(a) another account the customer has, or will have, with the retailer; or~~

~~(b) a bank account nominated by the customer.~~

~~(3) The retailer must, in accordance with the customer's instructions under subclause (2), transfer the amount of the credit within —~~

~~(a) 12 business days after receiving the instructions; or~~

~~(b) another period agreed with the customer.~~

- (4) If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the credit to set off the debt.
- (5) If, after a set-off under subclause (4), there remains an amount of credit, the retailer must deal with the amount in accordance with subclauses (2) and (3).

### **Division 8 — Providing bills under standard form contracts**

#### **32. Provision of bills**

- (1) A retailer must allow a customer who has entered into a standard form contract to choose to receive bills —
- (a) by post as paper bills; or
  - (b) by email sent to an email address provided by the customer.
- (2) Subclause (1) applies despite any other arrangement or agreement that may be in place between the retailer and the customer in relation to paying bills.

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## Part 5 — Payment

### 33. ~~Due dates for payment~~\*Payment date [was 5.1]

- ~~(1) The due date on a bill must be at least 12 business days from the date of that bill unless otherwise agreed with a customer.~~
- ~~(2) Unless a retailer specifies a later date, the date of dispatch is the date of the bill.~~

The date by which a bill must be paid must be not earlier than 12 business days from the bill issue date.

### 34. ~~Minimum payment~~Payment methods\* [was 5.2]

- ~~(1) Unless otherwise agreed with a customer, a~~A retailer must ~~offer the customer at least the following payment methods accept payment for a bill in the following ways~~ —
  - ~~(a) in person at 1 or more payment outlets located within the Local Government District~~local government district of the customer's supply address;
  - ~~(b) by telephone;~~
  - ~~(b)(c) by mailpost;~~
  - ~~(e)(d) for residential~~Centrelink customers, ~~—~~ by Centrepay;
  - ~~(d)(e) electronically by means of BPay or credit card; and~~by electronic funds transfer.
  - ~~(e) by telephone by means of credit card or debit card.~~
- ~~(2) This clause does not limit any other method for the payment of a bill that may be agreed between the retailer and the customer, including the option of payment by direct debit.~~

### ~~5.3~~ Direct debit

If a retailer offers the option of payment by a direct debit facility to a customer, the retailer must, prior to the direct debit facility commencing, obtain the customer's verifiable consent,

~~and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits.~~

**35. Payment in advance\* [was 5.4]**

- (1) ~~A Subject to this clause, a~~ retailer must accept payment in advance from a customer ~~on request.~~
- (2) ~~Acceptance of an advance payment by a retailer will not require the~~ A retailer is not required to credit ~~any~~ interest to ~~the amounts~~ an amount paid in advance.
- (3) ~~Subject to clause 6.9, for the purposes of subclause (1), The amount of \$20 is the minimum amount for which that a retailer will be required to accept as a payment in advance payments from a customer (although the retailer may accept a lower amount if it thinks fit) unless otherwise agreed with a customer.~~
- (4) A retailer may determine an amount (a *maximum credit amount*) that a customer's account may be in credit.
- (5) A maximum credit amount must not be less than \$100.
- (6) If a retailer determines a maximum credit amount, the retailer must publish the maximum credit amount on its website.
- (7) A retailer is not obliged to accept payment in advance if the customer's account is in credit for more than the maximum credit amount.
- (8) If a customer's account is in credit for more than the maximum credit amount, the retailer may refund any amount in excess of the maximum credit amount to the customer at any time

**36. ~~Absence or illness~~Redirection of bills [was 5.5]**

~~If a residential customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer the residential customer on request redirection of the residential customer's bill to a third person at no charge. A retailer must redirect a customer's bill to a different address~~

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(including to an email address or a different email address) on the customer's request and at no charge.

37. ~~Late payments~~ payment fee [was 5.6]

(1) A retailer must not charge a residential customer a late payment fee in connection with the payment of a bill if —

(a) the ~~residential~~ customer receives a concession, provided unless the residential customer did not receive has received 2 or more reminder notices within the previous 12 months; or

(b) the ~~residential~~ customer and the retailer have agreed to —

(i) a payment extension the customer being given additional time to pay a bill under Part 6, and the ~~residential~~ customer pays the bill by the agreed (new) due date; or

(ii) an instalment plan a payment plan under Part 6, and the ~~residential~~ customer is making payments in accordance with the instalment plan payment plan; ~~or~~

or

(c) subject to subclause (2), the ~~residential~~ customer has made a complaint directly related to the non-payment of the bill to the retailer or ~~to~~ the electricity industry ombudsman; and —

(i) if the complaint has been made to the retailer — the complaint has not been resolved by the retailer; ~~or (ii)~~ the complaint is has been resolved by the retailer in favour of the ~~residential~~ customer. ~~If the complaint is not resolved in favour of the residential customer, any late payment fee shall only be calculated from the date of the retailer's decision;~~ or

~~(iii)~~(ii) if the complaint has been made to the electricity industry ombudsman — the complaint has not

been determined, or has been upheld by the electricity industry ombudsman ~~(if a complaint has been made to the electricity ombudsman)~~. ~~If the complaint is determined by the electricity ombudsman in favour of the retailer, any late payment fee shall only be calculated from the date of the electricity ombudsman's decision; or~~

or

- (d) ~~the residential customer is assessed by the retailer under clause 6.1(1) as being in a customer experiencing~~ financial hardship.
- (2) If a retailer has charged a late payment fee in the circumstances set out in subclause (1)(c)(ii) because the retailer was not aware of the complaint, the retailer ~~will~~ does not contravene subclause (1)(c)(ii) but must refund the late payment fee on the customer's next bill (unless a fee is payable under subclause (3)).
- (3) If a complaint referred to in subclause (1)(c) is not resolved in favour of the customer, any late payment fee must be calculated from the date of the retailer's or the electricity industry ombudsman's decision (as the case may be).
- ~~(3)~~(4) If a retailer has charged a residential customer a late payment fee, the retailer must not charge an additional late payment fee in relation to the same bill within 5 business days ~~from the date of receipt of~~ after the day on which the customer receives the previous late payment fee notice.
- ~~(4)~~(5) A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a ~~year~~ 12-month period.
- ~~(5)~~(6) If a residential customer has been assessed as being in a customer experiencing financial hardship ~~under clause 6.1(1)~~, a retailer must retrospectively waive any late payment fee charged under the ~~residential~~ customer's last bill ~~prior to~~ before the assessment ~~being was~~ made.

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38. Vacating a supply address\* [was 5.7]

~~(1) Subject to—~~

~~(a) subclauses (2) and (4);~~

~~(b) the customer giving a retailer notice; and~~

~~(c) the customer vacating the supply address at the time specified in the notice,~~

Except as set out in this clause, if a customer gives notice and vacates the supply address within the time specified in the notice, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from —

~~(d)(a) if the customer gave at least 5 days' notice —~~ the date on which the customer vacated the supply address, ~~if the customer gave at least 5 days' notice;~~ or

~~(e)(b) in any other case —~~ 5 days after the customer gave notice, ~~in any other case,~~

unless the retailer and the customer have agreed to an alternative date.

(2) If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate the supply address, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date on which the customer gave the retailer notice.

(3) For the purposes of subclauses (1) and (2), notice is given if a customer —

(a) informs a retailer of the date on which the customer intends to vacate, or has vacated, the supply address; and

(b) gives the retailer a forwarding address (which may be an email address) to which a final bill may be sent.

(4) Notwithstanding Despite subclauses (1) and (2), ~~if~~ —

(a) ~~a if the~~ retailer and a new customer enter into a new contract for the supply address, the retailer must not

require the previous customer to pay for electricity consumed at the ~~customer's~~ supply address from the date ~~that the new contract on which the contract with the new customer~~ becomes effective; ~~and~~

(b) ~~another if a new~~ retailer becomes responsible for the supply of electricity to the supply address, the previous retailer must not require the customer to pay for electricity consumed at the ~~customer's~~ supply address from the date ~~that on which~~ the ~~other new~~ retailer becomes responsible; ~~and~~

~~(c) the supply address is disconnected, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date that disconnection occurred.~~

(5) ~~Notwithstanding Despite~~ subclauses (1), (2) and (4), a retailer's right to payment does not terminate ~~with regard in relation~~ to any amount that was due up until the termination of the contract.

### 39. Debt collection [was 5.8]

(1) A retailer must not commence proceedings for recovery of a debt —

(a) from a residential customer who has informed the retailer in accordance with clause ~~6.1(1) 40~~ that the ~~residential~~ customer is experiencing ~~payment difficulties or financial hardship~~ ~~payment problems~~, unless and until the retailer has complied with all the requirements of clause ~~6.1 40~~ and (if applicable) clause ~~6.341(3)~~; and

(b) while a residential customer continues to make payments under an alternative payment arrangement under Part 6.

(2) A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than a customer with whom the retailer has or had entered into a contract for the supply of electricity to that customer's supply address.

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- (3) If a customer with a debt owing to a retailer requests the retailer to transfer the debt to another customer, the retailer may transfer the debt to the other customer ~~provided that~~ if the retailer obtains the other customer's verifiable consent to the transfer.

## Part 6 — ~~Payment difficulties and financial hardship~~ Payment assistance

### Division 1 — Assessment of financial situation

#### 40. Assessment [was 6.1]

- (1) ~~If~~ Unless subclause (2) or (5) applies, if a residential customer informs a retailer that the ~~residential~~ customer is experiencing payment problems, the retailer must, ~~(subject to clause 6.2) —~~
  - ~~(a) — within 5 business days, assess whether the residential customer is experiencing payment difficulties or financial hardship; and,~~
  - ~~(b) — if the retailer cannot make the assessment within 5 business days, refer the residential customer to a relevant consumer representative to make the assessment.~~
- (2) If a residential customer provides a retailer with an assessment from a relevant consumer representative the retailer may adopt that assessment as its own assessment for the purposes of subclause (1)~~(a)~~.
- (3) When undertaking the assessment required by subclause (1)~~(a)~~, ~~unless a retailer adopts an assessment from a relevant consumer representative,~~ the retailer must give reasonable consideration to —
  - (a) information —
    - (i) given by the residential customer; and
    - (ii) requested or held by the retailer; ~~or~~or
  - (b) advice given by a relevant consumer representative (if any).
- (4) A retailer must on request, advise a residential customer ~~on request~~ of the ~~details and~~ outcome of an assessment ~~carried out~~.

including the reasons for the outcome of the assessment, under subclause (1).

- (5) A retailer is not required to undertake an assessment under subclause (1) if the retailer has previously undertaken an assessment in relation to the customer unless the customer has indicated that there has been a change in their circumstances since that previous assessment.

## **6.2** ~~Temporary suspension of actions~~

- (1) ~~If a retailer refers a residential customer to a relevant consumer representative under clause 6.1(1)(b) then the retailer must grant the residential customer a temporary suspension of actions.~~
- (2) ~~If a residential customer informs a retailer that the residential customer is experiencing payment problems under clause 6.1, and the residential customer—~~
- ~~(a) requests a temporary suspension of actions; and~~
  - ~~(b) demonstrates to the retailer that the residential customer has made an appointment with a relevant consumer representative to assess the residential customer's capacity to pay,~~
- the retailer must not unreasonably deny the residential customer's request.
- (3) ~~A temporary suspension of actions must be for at least 15 business days.~~
- (4) ~~If a relevant consumer representative is unable to assess a residential customer's capacity to pay within the period referred to in subclause (3) and the residential customer or relevant consumer representative requests additional time, a retailer must give reasonable consideration to the residential customer's or relevant consumer representative's request.~~

~~6.3 — Assistance to be offered~~

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

~~Division 2 — Residential customers experiencing payment difficulties or financial hardship~~

~~Division 2 — Payment assistance~~

~~41. Alternative payment arrangements~~ Payment assistance [was 6.4]

- ~~(1) A Subject to this Division, a retailer must offer a residential customer who is experiencing payment difficulties or financial hardship at least the following payment arrangements~~ make the following available to residential customers —

- (a) additional time to pay a bill; ~~and~~
- (b) a payment plan for the amount owing.  
~~an interest free and fee free instalment plan or other arrangement under which the residential customer is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges) and is permitted to continue consumption.~~  
~~In this clause “fee” means any fee or charge in connection with the establishment or operation of the instalment plan or other arrangement which would not otherwise be payable if the residential customer had not entered into the instalment plan or other arrangement.~~

(2) However, a customer is only entitled to select 1 option under subclause (1) once per bill.

(3) A retailer must offer a residential customer who is assessed as experiencing financial hardship at least the following (without the need for the customer to make a request) —

- (a) a payment plan;
- (b) assistance in accordance with clause 45.

#### 42. Limits to payment extensions

If a residential customer has, in the previous 12 months, on at least 2 occasions, failed to pay a bill within a period of additional time made available under clause 41(1)(a), a retailer is not required to offer the customer additional time under clause 41(1)(a).

#### 43. Payment plans [was 6.4]

~~(2)(1)~~ When offering or amending an instalment plan, a retailer must —

- ~~(a)~~ ensure that the instalment plan a payment plan for a residential customer is fair and reasonable, taking into account —

- (a) information about ~~a residential~~ the customer's capacity to pay ~~and consumption history~~; and
- (b) the amount of any arrears payable by the customer to date.
- ~~(b) — comply with subclause (3).~~
- (2) A retailer must, in relation to a residential customer for whom a payment plan is being considered, offer the customer assistance to manage their bills for ongoing consumption during the period of the payment plan.
- Examples for this subclause:
- A retailer may offer to assist a residential customer:
- (a) by estimating the customer's consumption history over the period of the plan and building this into any repayment schedule at the start of the plan; or
- (b) by giving consideration to rolling new bills into the plan as time progresses.
- ~~(3) — If a residential customer accepts an instalment plan offered by a retailer, the retailer must —~~
- ~~(a) — within 5 business days of the residential customer accepting the instalment plan provide the residential customer with information in writing or by electronic means that specifies —~~
- ~~(i) — the terms of the instalment plan (including the number and amount of payments, the duration of payments and how the payments are calculated);~~
- ~~(ii) — the consequences of not adhering to the instalment plan; and~~
- ~~(iii) — the importance of contacting the retailer for further assistance if the residential customer cannot meet or continue to meet the instalment plan terms, and~~
- ~~(b) — notify the residential customer in writing or by electronic means of any amendments to the instalment plan at least 5 business days before they come into effect~~

~~(unless otherwise agreed with the residential customer) and provide the residential customer with information in writing or by electronic means that clearly explains and assists the residential customer to understand those changes.~~

- ~~(4)~~(3) If a residential customer has, in the previous 12 months, had 2 ~~instalment plans~~ ~~payment plans~~ cancelled due to non-payment, a retailer ~~does is~~ not ~~haverequired~~ to offer ~~that residential customer~~ ~~the customer~~ another ~~instalment plan~~ ~~payment plan~~ under ~~subclause (1), this Division~~ unless the retailer is satisfied that the ~~residential~~ customer will comply with the ~~instalment plan~~ ~~payment plan~~.
- ~~(5)~~(4) For the purposes of subclause ~~(4)~~(3), cancellation does not include the ~~revision of an instalment plan~~ ~~variation of a payment plan~~ under clause ~~6.7~~ 44.
- (5) If a residential customer accepts a payment plan, the retailer must, within 5 business days after the customer accepts the payment plan, provide the customer with information in writing that specifies —
- (a) the terms of the payment plan, including the number of payments, the amount of each payment, when each payment must be made and how the payments are calculated; and
  - (b) the consequences of not complying with the payment plan; and
  - (c) the importance of making contact with the retailer to ask for further assistance if the customer cannot comply with, or continue to comply with, the payment plan.
- (6) However, the retailer is not required to comply with subclause (5) if the retailer has provided to the customer the information referred to in that subclause within the preceding 12 months.

**44. Variation of payment plans**

- (1) A retailer must review a payment plan at the request of a residential customer.
- (2) A retailer is not required to undertake a review under subclause (1) on more than 2 occasions in any 12-month period (but may agree to undertake 1 or more additional reviews if the retailer thinks fit).
- (3) The retailer must offer to vary a payment plan if a review under subclause (1) indicates that the customer is unable to meet obligations under the payment plan.
- (4) The retailer must, within 5 business days after the customer accepts an offer to vary the payment plan, provide the customer with information that clearly explains, and assists the customer to understand, the variation.
- (5) The retailer must not vary a payment plan without the customer's agreement.
- (6) An agreement under subclause (5) must relate to the particular variation rather than under a general agreement to future variations.
- (7) Nothing in this clause prevents a retailer from cancelling a payment plan if the customer fails to comply with the payment plan.

**~~Division 3 — Assistance available to residential customers  
experiencing financial hardship~~**

**Division 3 — Additional assistance available to residential  
customers experiencing financial hardship**

## **6.5 — Definitions**

~~In this division—~~

~~“customer experiencing financial hardship” means a residential customer who has been assessed by a retailer under clause 6.1(1) as experiencing financial hardship.~~

## **Subdivision 1 — Specific assistance available**

### **44. Reductions of fees, charges ~~and~~ debt and provision of advice [was 6.6 and 6.8]**

- (1) A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative for the customer, for a reduction of the customer’s fees, charges or debt.
- (2) In ~~giving reasonable consideration~~acting under subclause (1), a retailer ~~should refer to the~~must take into account its hardship policies and procedures ~~referred to in clause 6.10(3)~~under clause 46.

## **6.7 — Revision of alternative payment arrangements**

~~If a customer experiencing financial hardship, or a relevant consumer representative, reasonably demonstrates to a retailer that the customer is unable to meet the customer’s obligations under a payment arrangement under clause 6.4(1), the retailer must give reasonable consideration to—~~

- ~~(a) offering the customer an instalment plan, if the customer had previously elected a payment extension; or~~
- ~~(b) offering to revise the instalment plan, if the customer had previously elected an instalment plan.~~

### **45. — Provision of information [was 6.8]**

- (3) A retailer must advise a customer experiencing financial hardship of the —

- (a) customer's right to have ~~the~~ bill redirected to a different address (including an email address) at no charge ~~to a third person; and~~
- (b) payment methods available to the customer; and
- (c) concessions that may be available to the customer and how to access them; and
- (d) different types of meter tariffs that may be available to the customer ~~and / or tariffs (as applicable); and~~
- (e) independent financial counselling services and relevant consumer representatives available to assist the customer; and
- (f) availability of any other financial assistance and grants schemes that offered by the retailer ~~should reasonably be aware of,~~ and how to access them this assistance.

#### ~~6.9~~ — Payment in advance

- ~~(1) — A retailer must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives.~~
- ~~(2) — A retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers.~~

#### ~~Subdivision 2~~ — Hardship policy and hardship procedures

#### ~~46.~~ Obligation to develop hardship ~~Hardship~~ policy and hardship procedures [was 6.10]

- (1) A retailer must develop, maintain and implement a hardship policy and hardship procedures to assist customers experiencing financial hardship ~~in meeting to meet~~ their financial obligations and responsibilities to the retailer.
- (2) The hardship policy must ~~—~~ —

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- ~~(a)~~ ~~be developed in consultation with relevant consumer representatives;~~
- ~~(b)~~(a) include a statement encouraging customers to contact ~~their~~the retailer if ~~a customer is having trouble they are experiencing problems~~ paying ~~the retailer's~~their bill; ~~and~~
- ~~(e)~~(b) include a statement advising that the retailer will treat all customers sensitively and respectfully; ~~and~~
- ~~(d)~~(c) include a statement that the retailer may reduce ~~and~~/or waive fees, charges ~~and~~or debt; ~~and~~
- ~~(e)~~(d) include an objective set of hardship indicators; ~~and~~
- ~~(f)~~(e) include —
  - (i) an overview of the payment and other assistance available to customers ~~in financial hardship or payment difficulties in accordance with Part 6 of the Code under this Part~~ (other than the retailer's requirement to advise the customer of the ability to pay in advance and the matters referred to in ~~clauses 6.8~~clause 45(3)(a), (b) and (d)); ~~and~~
  - (ii) a statement that the retailer offers residential customers the right to pay their bill by Centrepay; and
  - (iii) a statement that the retailer is able to provide further ~~detail~~details on request; ~~and~~
- ~~(g)~~(f) include an overview of any concessions that may be available to the retailer's customers; ~~and~~
- ~~(h)~~(g) include —
  - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol ~~with the words "Interpreter Services"; and~~
  - ~~(ii)~~ ~~information on the availability independent multi-lingual services; and~~

- ~~(iii)~~(ii) information on the availability of TTY services the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
- and
- ~~(i)~~ be available on the retailer's website;
- ~~(j)~~(h) for printed copies of the hardship policy — be available in large-print copies; and
- ~~(k)~~(i) include a statement specifying how the retailer will treat information disclosed by the customer to the retailer and information held by the retailer in relation to the customer.
- (3) The hardship procedures must —
- ~~(a)~~ be developed in consultation with relevant consumer representatives;
- ~~(b)~~(a) provide for the training of staff —
- ~~(i)~~ (including call centre staff, field officers and all subcontractors employed to engage with customers experiencing financial hardship and field officers;)
- ~~(ii)~~ on about issues related to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship; and
- ~~(e)~~ Not Used
- ~~(d)~~(b) include guidance —
- (i) that ~~assist~~assists the retailer in identifying residential customers who are experiencing financial hardship; and
- (ii) that ~~assist~~assists the retailer in determining a residential customer's usage needs and capacity to pay when determining the ~~condition~~terms of ~~an instalment plan~~ a payment plan; and

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- (iii) ~~for~~about the suspension of disconnection and debt recovery procedures; and
  - (iv) ~~on~~about the reduction ~~and~~or waiver of fees, charges ~~and~~or debt; and
  - (v) ~~on~~about the recovery of debt; and
- ~~(e)~~(c) require that the retailer's credit management staff have a direct telephone number and that the number be provided to relevant consumer representatives; and
- ~~(4)~~ If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge.
- ~~(5)~~ Not Used
- ~~(6)~~ If directed by the Authority, a retailer must review its hardship policy and hardship procedures in consultation with relevant consumer representatives and submit to the Authority the results of that review within 5 business days after it is completed.
- ~~(7)~~ A retailer must comply with the Authority's *Financial Hardship Policy Guidelines*.
- ~~(8)~~ If a retailer makes a material amendment to the retailer's hardship policy, the retailer must consult with relevant consumer representatives, and submit to the Authority a copy of the retailer's amended hardship policy within 5 business days of the amendment.
- (4) A retailer must consult with relevant consumer representatives whenever the retailer is —
- (a) developing a hardship policy or hardship procedures; or
  - (b) making a material amendment to its hardship policy.
- (5) A retailer must —
- (a) provide a copy of its hardship policy to the Authority; and

- (b) provide a copy of the amended policy to the Authority if it makes a material amendment to the policy.
- (6) If directed by the Authority, a retailer must, within a period specified by the Authority —
- (a) review its hardship policy or hardship procedures; and
  - (b) consult with relevant consumer representatives for the purposes of the review; and
  - (c) submit the results of the review to the Authority.

**Division 4 — Business customers experiencing payment difficulties**

**47. Alternative payment arrangements [was 6.11]**

A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.

## Part 7 — Disconnection ~~and Interruption~~

### Division 1 — Conduct in relation to disconnection ~~or~~ ~~interruption~~

#### Subdivision 1 — Disconnection for failure to pay bill

#### 48. General requirements [was 7.1]

- (1) ~~Prior to~~Before arranging for ~~the~~ disconnection of a customer's supply address for failure to pay a bill, a retailer must —
  - (a) ~~give the customer a reminder notice,~~ not less than 15 business days from the ~~date of dispatch of the bill issue date,~~ ~~including~~give to the customer a written notice (a *reminder notice*) that sets out —
    - (i) the retailer's telephone number for billing and payment enquiries; and
    - (ii) ~~advice on~~how the retailer may assist ~~in the event if~~ the customer is experiencing ~~payment difficulties or financial hardship~~problems paying the bill;

~~and~~

  - (b) use its best endeavours to contact the customer to advise of the proposed disconnection; and
  - (c) give the customer a disconnection warning, not less than 20 business days from the ~~date of dispatch of the bill issue date,~~ advising the customer —
    - (i) that the retailer may disconnect the customer's ~~supply address~~ with at least 5 business days' notice to the customer; and
    - (ii) of the existence and operation of complaint handling processes, including the existence and operation of the electricity ~~industry~~ ombudsman

and the ~~Freecall telephone number of contact~~  
details for the electricity industry ombudsman.

- (2) For the purposes of subclause (1), a customer has failed to pay a ~~retailer's~~ bill if the customer has not —
- (a) paid the ~~retailer's~~ bill by the due date; or
  - (b) agreed with the retailer to an offer of ~~an instalment plan~~  
payment plan or other payment arrangement to pay the ~~retailer's~~ bill; or
  - (c) adhered to the customer's ~~obligations~~obligation to make payments in accordance with an agreed ~~instalment plan~~  
payment plan or other payment arrangement relating to the payment of the ~~retailer's~~ bill.

**49. Limitations on disconnection for failure to pay bill [was 7.2]**

- (1) ~~Notwithstanding~~Despite clause ~~7.1~~ 48, a retailer must not arrange for the disconnection of a customer's supply address for failure to pay a bill —
- (a) within 1 business day after the expiry of the period referred to in the disconnection warning; or
  - (b) ~~if the retailer has made the residential customer an offer in accordance with clause 6.4(1) and the residential customer —~~
    - (i) ~~has accepted the offer before the expiry of the period specified by the retailer in the disconnection warning; and~~
    - (ii) ~~has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the retailer in the disconnection warning;~~if the customer is adhering to the customer's obligation to make payments in accordance with an agreed payment plan or other payment arrangement relating to the payment of the bill; or
  - (c) ~~if the amount outstanding is less than an amount approved and published by the Authority in accordance~~

~~with subclause (2) and the customer has agreed with the retailer to repay the amount outstanding;~~

~~if —~~

~~(i) the customer is a residential customer; and~~

~~(ii) the outstanding amount is less than \$300; and~~

~~(iii) the customer contacts and agrees with the retailer to pay this amount;~~

~~or~~

~~(d) if the customer has made an application for a concession informs the retailer, or the retailer is otherwise aware, that the customer has applied for a concession and a decision on the application has not yet been made; or~~

~~(e) if the amount the customer has failed fails to pay an amount which does not relate to the supply of electricity; or~~

~~(f) if the supply address bill does not relate to the bill, unless supply address, other than if the amount outstanding bill relates to a supply address previously occupied by the customer.~~

~~(2) For the purposes of subclause (1)(c), the Authority may approve and publish, in relation to failure to pay a bill, an amount outstanding below which a retailer must not arrange for the disconnection of a customer's supply address.~~

**50. Dual fuel contracts [was 7.3]**

~~(1) If This clause applies if~~ a retailer and a residential customer have entered into —

~~(a) a dual fuel contract; or~~

~~(b) separate contracts for the supply of electricity and the supply of gas, under which —~~

~~(i) a single bill for energy is issued to the customer; or~~

- (ii) separate, simultaneous bills for electricity and gas are ~~issued to the customer.~~

~~issued to the residential customer;~~

- (2) ~~the~~The retailer must not arrange for disconnection of the ~~residential~~ customer's supply address for failure to pay a bill within 15 business days from the date of disconnection of the ~~residential~~ customer's gas supply.

#### Subdivision 2 — Disconnection for denying access to meter

#### 51. General requirements~~Disconnection for denying access to meter~~ [was 7.4]

- (1) ~~A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter, unless—~~
  - (a) ~~the customer has denied access for at least 9 consecutive months;~~

Subclause (2) applies if, for at least 9 consecutive months, a customer does not provide the retailer or distributor (or a representative of the retailer or distributor) safe access to the customer's supply address for the purposes of reading a meter at the supply address.

- (2) If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address if —
  - (b)(a) ~~the retailer has, prior to giving the customer a disconnection warning under subclause (f), on~~ at least ~~once~~ 1 occasion, ~~given~~ gives the customer ~~in writing~~ 5 ~~business days~~ written notice —
    - (i) ~~advising the customer of the next date or timeframe of a scheduled meter reading at the supply address;~~
    - (ii) ~~requesting access to the meter at the supply address for the purpose of the scheduled meter reading; and~~

- (i) giving at least 5 business days' notice of a date on which, or a timeframe during which, the customer is requested to provide safe access to the supply address in order for the retailer or distributor (or a representative) to gain access to the meter; and
- (ii) if appropriate, informing the customer of the availability of alternative meters that are suitable to the customer's supply address; and
- (iii) advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide safe access to the meter in accordance with the requirements of the notice or by providing reasonable alternative access arrangements;  
and
- ~~(e)(b)~~ the retailer has given the customer an opportunity fails to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a); and
- ~~(d)~~ where appropriate, the retailer has informed the customer of the availability of alternative meters which are suitable to the customer's supply address;
- ~~(e)(c)~~ the retailer has used uses its best endeavours to contact the customer to advise of the proposed disconnection on account of that failure; and
- ~~(f)(d)~~ the retailer has given gives the customer a disconnection warning with at least 5 business days' notice of its intention to arrange for disconnection.
- ~~(2)~~ A retailer may arrange for a distributor to carry out 1 or more of the requirements referred in subclause (1) on behalf of the retailer.

(3) Subclause (4) applies if a customer has not provided the retailer or distributor (or a representative of the retailer or distributor) safe access to the customer's supply address for the purposes of —

(a) testing, maintaining, inspecting, altering or replacing a meter at the supply address; or

(b) checking the accuracy of the customer's consumption at the supply address.

(4) If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address if —

(a) the retailer, on at least 1 occasion, gives the customer written notice —

(i) stating the matter giving rise to the potential disconnection of the supply address; and

(ii) giving at least 5 business days' notice of a date on which, or a timeframe during which, the customer is requested to provide safe access to the supply address; and

(iii) advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide safe access in accordance with the requirements of the notice or by providing reasonable alternative access arrangements;

and

(b) the customer has failed to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a).

### ~~Subdivision 3~~ — ~~Disconnection or interruption for emergencies~~

#### ~~7.5~~ — ~~General requirements~~

~~If a distributor disconnects or interrupts a customer's supply address for emergency reasons, the distributor must —~~

- ~~(a) — provide, by way of a 24-hour emergency line at the cost of a local call (excluding mobile telephones), information on the nature of the emergency and an estimate of the time when supply will be restored; and~~
- ~~(b) — use its best endeavours to restore supply to the customer's supply address as soon as possible.~~

#### Division 2 — ~~Limitations~~Limits on disconnection

#### 52. General ~~limitations~~limits on disconnection [was 7.6]

- (1) ~~Subject to~~Unless subclause (3) applies, a retailer must not arrange for the disconnection of a customer's supply address if —
  - (a) the customer makes a complaint ~~has been made~~ to the retailer that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the retailer; or
  - (b) the retailer is notified by the distributor, electricity industry ombudsman or an external dispute resolution body that ~~there is~~the customer has made a complaint, that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the distributor or determined by the electricity industry ombudsman or external dispute resolution body (as the case may be), that has been made to the distributor, electricity ombudsman or external dispute resolution body; or

~~and the complaint is not resolved by the retailer or distributor or determined by the electricity ombudsman or external dispute resolution body.~~

(c) the supply address is a life support equipment address.

(2) ~~Subject to~~Unless subclause (3) applies, a distributor must not disconnect a customer's supply address —

(a) if —

(i) ~~the customer has made~~ a complaint ~~has been made~~ to the distributor that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the distributor; or

(ii) the distributor ~~is~~has been notified by a retailer, the electricity industry ombudsman or an external dispute resolution body that ~~there is the customer has made~~ a complaint, that is directly related to the reason for the proposed disconnection, and the complaint has not been resolved by the retailer or determined by the electricity industry ombudsman or external dispute resolution body (as the case may be); ~~that has been made to the retailer, electricity ombudsman or external dispute resolution body,~~

~~and the complaint is not resolved by the retailer or distributor or determined by the electricity ombudsman or external dispute resolution body; or~~

or

(b) if the supply address is a life support equipment address;  
or

(c) during any time:

~~(i) after 3.00 pm Monday to Thursday;~~

~~(ii) after 12.00 noon on a Friday; or~~

~~(iii) on a Saturday, Sunday, public holiday or on the business day before a public holiday;~~

a protected period unless —

- ~~(iv)~~(i) the customer is a business customer; and
- ~~(v)~~(ii) the business customer's normal trading hours fall within a protected period and do not fall within any other period; and —
  - ~~(A)~~ fall within the time frames set out in subclause (b)(i) (ii) or (iii); and
  - ~~(B)~~ do not fall within any other time period; and
- ~~(vi)~~(iii) it is not practicable for the distributor to disconnect the supply address at any other time.

(3) ~~A retailer or a distributor may arrange for disconnection or interruption of a customer's supply address.~~Subclauses (1) and (2) do not apply if —

- ~~(a)~~ the disconnection ~~was~~is requested by the customer; or
- ~~(b)~~ the disconnection or interruption was carried out for emergency reasons; there is a health or safety reason warranting the disconnection; or
- ~~(c)~~ there is an emergency warranting disconnection; or
- ~~(d)~~ electricity has been illegally consumed at the supply address.

### ~~7.7~~ **Life Support**

- ~~(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 —
  - ~~(a)~~ register the customer's supply address as a life support equipment address;
  - ~~(b)~~ register the customer's contact details;
  - ~~(c)~~ notify the customer's distributor that the customer's supply address is a life support equipment address, and of the contact details of the customer —

- ~~(i) — that same day, if the confirmation is received before 3pm on a business day; or~~
  - ~~(ii) — no later than the next business day, if the confirmation is received after 3pm or on a Saturday, Sunday or public holiday; and~~
  - ~~(d) — not arrange for disconnection of that customer's supply address for failure to pay a bill while the person continues to reside at that address and requires the use of life support equipment.~~
- ~~(2) — If a customer registered with a retailer under subclause (1) notifies the retailer —~~
  - ~~(a) — that the person residing at the customer's supply address who requires life support equipment is changing supply address;~~
  - ~~(b) — that the customer is changing supply address but the person who requires life support equipment is not changing supply address;~~
  - ~~(c) — of a change in contact details; or~~
  - ~~(d) — that the customer's supply address no longer requires registration as a life support equipment address,~~

~~the retailer must —~~

  - ~~(e) — register the change;~~
  - ~~(f) — notify the customer's distributor of the change —~~
    - ~~(i) — that same day, if the notification is received before 3pm on a business day; or~~
    - ~~(ii) — no later than the next business day, if the notification is received after 3pm or on a Saturday, Sunday or public holiday; and~~
  - ~~(g) — continue to comply with subclause (1)(d) with respect to that customer's supply address.~~
- ~~(3) — If a distributor has been informed by a retailer under subclause (1)(c) or by a relevant government agency that a person residing at a customer's supply address requires life support equipment,~~

~~or of a change of details notified to the retailer under subclause (2), the distributor must—~~

~~(a) register the customer's supply address as a life support equipment address or update the details notified by the retailer under subclause (2)—~~

~~(i) the next business day, if the notification is received before 3pm on a business day; or~~

~~(ii) within 2 business days, if the notification is received after 3pm or on a Saturday, Sunday or public holiday; and~~

~~(b) if informed by a relevant government agency, notify the retailer in accordance with the timeframes specified in subclause (3)(a).~~

~~(4) If life support equipment is registered at a customer's supply address under subclause (3)(a), a distributor must—~~

~~(a) not disconnect that customer's supply address for failure to pay a bill while the person continues to reside at that address and requires the use of life support equipment; and~~

~~(b) prior to any planned interruption, provide at least 3 business days written notice to the customer's supply address and any other address nominated by the customer, or notice by electronic means to the customer, and unless expressly requested in writing by the customer not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by electronic means from the customer or someone residing at the supply address that the notice has been received.~~

~~(4A) Notwithstanding clause 7.7(4)(b)—~~

~~(a) an interruption, planned or otherwise, to restore supply to a supply address that is registered as a life support equipment address is not subject to the notice requirements in clause 7.7(4)(b); however~~

- ~~(b) — a distributor must use best endeavours to contact the customer, or someone residing at the supply address, prior to an interruption to restore supply to a supply address that is registered as a life support equipment address.~~
- ~~(5) — If a distributor has already provided notice of a planned interruption under the Electricity Industry Code that will affect a supply address, prior to the distributor registering a customer's supply address as a life support equipment address under clause 7.7(3)(a), the distributor must use best endeavours to contact that customer or someone residing at the supply address prior to the planned interruption.~~
- ~~(6) — (a) — No earlier than 3 months prior to the 12 month anniversary of the confirmation from the appropriately qualified medical practitioner referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, a retailer must contact a customer to —~~
- ~~(i) — ascertain whether a person residing at the customer's supply address continues to require life support equipment; and~~
- ~~(ii) — if the customer has not provided the initial certification or re-certification from an appropriately qualified medical practitioner within the last 3 years, request that the customer provide that re-certification.~~
- ~~(b) — A retailer must provide a minimum period of 3 months for a customer to provide the information requested by the retailer in subclause (6)(a).~~
- ~~(7) — (a) — When —~~
- ~~(i) — a person who requires life support equipment, vacates the supply address; or~~
- ~~(ii) — a person who required life support equipment, no longer requires the life support equipment; or~~

- ~~(iii) — subject to subclause (7)(b), a customer fails to provide the information requested by a retailer for the purposes of subclause (6)(a)(i) or the re-certification referred to in subclause (6)(a)(ii), within the time period referred to in subclause (6)(b), or greater period if allowed by the retailer, the retailer's and distributor's obligations under subclauses (1) to (6) terminate and the retailer or distributor (as applicable) must remove the customer's details from the life support equipment address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii) —~~
- ~~(iv) — the next business day, if the retailer or distributor (as applicable) becomes aware of the relevant matter in subclause (7)(a)(i), (ii) or (iii) before 3pm on a business day; or~~
- ~~(v) — within 2 business days, if the retailer or distributor (as applicable) becomes aware of the relevant matter in subclause (7)(a)(i), (ii) or (iii) after 3pm or on a Saturday, Sunday or public holiday.~~
- ~~(b) — A customer will have failed to provide the information requested by a retailer for the purposes of subclause (6)(a)(i) or the re-certification referred to in subclause (6)(a)(ii) if the contact by the retailer consisted of at least the following, each a minimum of 10 business days from the date of the last contact —~~
- ~~(i) — written correspondence sent by registered post to the customer's supply address and any other address nominated by the customer; and~~
- ~~(ii) — a minimum of 2 other attempts to contact the customer by any of the following means —~~
- ~~(A) — electronic means;~~
- ~~(B) — telephone;~~
- ~~(C) — in person; or~~

~~(D) — Not Used~~

~~(E) — by post sent to the customer's supply address and any other address nominated by the customer.~~

~~(c) — If a distributor's obligations under subclauses (3), (4), (4A) and (5) terminate as a result of the operation of subclause (7)(a)(iii), a retailer must notify the distributor of this fact as soon as reasonably practicable, but in any event, within 3 business days.~~

~~(d) — For the avoidance of doubt, the retailer's and distributor's obligations under subclauses (1) to (6) do not terminate by operation of this subclause (7) if the retailer or distributor has been informed in accordance with subclause (1) that another person who resides at the supply address continues to require life support equipment.~~

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## Part 8 — Reconnection

### 53. ~~Reconnection by retailer~~<sup>\*Obligation on retailer to arrange reconnection</sup> [was 8.1]

- (1) ~~If a retailer has arranged for disconnection of a customer's supply address due to —~~
- ~~(a) — failure to pay a bill, and the customer has paid or agreed to accept an offer of an instalment plan, or other payment arrangement;~~
  - ~~(b) — the customer denying access to the meter, and the customer has subsequently provided access to the meter;~~  
~~or~~
  - ~~(c) — illegal use of electricity, and the customer has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained;~~
- ~~the retailer must arrange for reconnection of the customer's supply address, subject to —~~
- ~~(d) — the customer making a request for reconnection; and~~
  - ~~(e) — the customer —~~
    - ~~(i) — paying the retailer's reasonable charge for reconnection, if any; or~~
    - ~~(ii) — accepting an offer of an instalment plan for the retailer's reasonable charges for reconnection, if any.~~

This clause applies if —

- (a) a customer's supply address has been disconnected by, or at the request of, a retailer; and
- (b) the customer has —
  - (i) if relevant, rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer; and
  - (ii) made a request for reconnection; and

- (iii) paid the retailer's charge for reconnection (if any), or entered into a payment plan for those charges.
- (2) The retailer must arrange for the customer's supply address to be reconnected.
- ~~(2)~~(3) For the purposes of subclause ~~(4)~~(2), a retailer must forward the customer's request for reconnection to the relevant distributor —
- (a) ~~that same business day~~, if the request is received before 3pm on a business day — on that same day; or
- (b) ~~no later than 3pm on the next business day~~, if the request is received —
- (i) on or after 3pm on a business day; or
- (ii) on a Saturday, a Sunday or a public holiday throughout the State — no later than 3 pm on the next business day.
- ~~(3)~~(4) ~~If a retailer does not forward the request for reconnection to the relevant distributor within the timeframes in subclause (2), the retailer will not be in breach of this clause 8.1 if the retailer causes—Alternatively, a retailer may cause~~ the customer's supply address to be reconnected ~~by the distributor~~ within the timeframes that apply under clause 54(4)(a) or (b) in clause 8.2(2) as if the distributor had received the request for reconnection from the retailer in accordance with subclause (2).
54. **Reconnection by distributor** **Obligation on distributor to reconnect supply address** [was 8.2]
- (1) ~~If a distributor has disconnected a customer's supply address on request by the customer's retailer, and a retailer has subsequently requested the distributor to reconnect the customer's supply address, the A distributor must reconnect the a customer's supply address; if —~~
- (a) the supply address was disconnected by the distributor at the request of the retailer; and

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(b) the retailer forwards the customer's request for reconnection to the distributor under clause 53.

(2) Subclause (3) applies if —

(a) a customer's supply address has been disconnected by a distributor otherwise than at the request of a retailer; and

(b) the customer —

(i) if relevant, rectifies the matter that led to the disconnection; and

(ii) makes a request for reconnection; and

(iii) pays the distributor's charge for reconnection (if any).

(3) The distributor must reconnect the customer's supply address.

~~(2)~~(4) For the purposes of ~~subclause-subclauses~~ (1) and (3), a distributor must reconnect a customer's supply address —

~~(a) for supply addresses if the supply address is~~ (a) if the supply address is located within the metropolitan area —

~~(i) within 1 business day of receipt of the request, if the request is received prior to 3pm before 3 pm~~ (i) if the request is received before 3 pm on a business day — within 1 business day after receipt of the relevant request; and

~~(ii) within 2 business days of receipt of the request, if the request is received on or after 3pm 3 pm~~ (ii) if the request is received on or after 3 pm on a business day or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the relevant request;

or

~~(b) for supply addresses if the supply address is~~ (b) if the supply address is located within ~~the~~ a regional area —

~~(i) if the request is received before 3 pm on a business day — within 5 business days~~ (i) if the request is received before 3 pm on a business day — within 5 business days after

- receipt of the relevant request, ~~if the request is received prior to 3pm on a business day~~; and
- (ii) ~~within 6 business days of receipt of the request~~, if the request is received on or after 3pm on a business day, or on a Saturday, a Sunday or a public holiday throughout the State — within 6 business days after receipt of the relevant request.

~~(3)~~(5) Subclause ~~(2)~~(4) does not apply in the eventcase of an emergency.

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## Part 9 — Pre-payment meters

### 55. Application [was 9.1]

~~(1)~~ ~~Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the Code~~ The following provisions do not apply to a pre-payment meter customer: —

- (a) clauses 9(2) and 10(3);
- (b) Parts 4, 5, 7, 8 and 11;
- (c) Part 6 (other than clause 46);
- (d) clause 72.

~~(2) A distributor may only operate a pre-payment meter, and a retailer may only offer a pre-payment meter service, in an area that has been declared by the Minister by notice published in the *Government Gazette*.~~

### 56. Operation of pre-payment meter [was 9.2]

- (1) A retailer must not provide a pre-payment meter service at a residential customer's supply address without the verifiable consent of the ~~residential~~ customer or the ~~residential~~ customer's nominated representative.
- (2) A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.

~~(3) Not Used~~

~~(4)~~(3) Subject to any applicable law, a retailer is not obliged to offer a pre-payment meter service to a customer.

### 57. Provision of ~~mandatory~~ information [was 9.3]

- (1) A retailer must ~~advise, on request by~~ a residential customer ~~who requests information on the use of a pre-payment meter,~~ provide at no charge and in clear, simple and concise language

the following information in relation to the use of a pre-payment meter —

- (a) ~~of~~ all applicable tariffs, fees and charges payable by the ~~residential~~ customer and the basis for the calculation of those charges;
  - (b) ~~of~~ the tariffs, fees and charges applicable to the pre-payment meter service relative to relevant tariffs, fees and charges ~~which~~that would apply to ~~that~~ residential~~the~~ customer if no pre-payment meter was operating at the ~~residential~~ customer's supply address;
  - (c) ~~of~~ the retailer's charges, or its best estimate of those charges, to replace the pre-payment meter with a standard meter or to switch the pre-payment meter to a standard meter;
  - (d) how the pre-payment meter is operated;
  - (e) how the ~~residential~~ customer may recharge the pre-payment meter (including details of cost, location and business hours of recharge facilities);
  - (f) ~~of~~ the emergency credit facilities applicable to the pre-payment meter; ~~and~~
  - (g) ~~of how~~ credit ~~retrieval~~may be retrieved.
- (2) No later than 10 business days after ~~the time~~ a residential customer enters into a pre-payment meter contract at the ~~residential~~ customer's supply address, a retailer must give, or make available to the ~~residential~~ customer at no charge —
- (a) the information specified within subclause (1); and
  - (b) a copy of the contract; and
  - (c) information on the availability and scope of ~~the Code~~ this code and the requirement that retailers, distributors, ~~retailers~~ and electricity marketing agents comply with ~~the Code~~ this code; and
  - ~~(d)~~ Not Used
  - ~~(e)~~(d) a meter identification number for the meter; and

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- ~~(f)~~(e) a telephone number for enquiries; and
- ~~(g)~~(f) a telephone number for complaints; and
- ~~(h)~~(g) the distributor's 24-hour telephone number for faults and emergencies; and
- ~~(i)~~(h) confirmation of the supply address and any relevant mailing address; and
- ~~(j)~~(i) details of any concessions the residential-customer may be eligible to receive; and
- ~~(k)~~(j) the amount of any concessions to be given to the residential-customer; and
- ~~(l)~~(k) information on the availability of multi-lingual services (in languages reflective of the retailer's customer base); the telephone number for interpreter services, identified by the National Interpreter Symbol; and
- ~~(m)~~(l) information on the availability of TTY services; the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment; and
- ~~(n)~~(m) advice on a statement setting out how the retailer may assist in the event the residential-customer is experiencing payment difficulties or financial hardship; difficulties paying for their consumption; and
- ~~(o)~~(n) advice on a statement setting out how to make a an enquiry of, or complaint to, or enquiry of, the retailer; and
- ~~(p)~~(o) details on external complaints handling processes including the contact details for the electricity industry ombudsman; and
- ~~(q)~~(p) general information on the safe use of electricity; and
- ~~(r)~~(q) details of the initial recharge facilities available to the residential-customer; and
- ~~(s)~~(r) the date of the expiry of the residential pre-payment meter-customer's right to revert to a standard meter at no charge; and

- (s) a statement setting out the options available to the ~~residential pre-payment meter~~ customer if the ~~residential pre-payment meter~~ customer replaces the pre-payment meter with a standard meter or switches the pre-payment meter to a standard meter.
- (3) A retailer must ensure that the following information is shown on or directly adjacent to a residential customer's pre-payment meter —
- (a) the positive or negative ~~financial~~ balance of the pre-payment meter within \$1 dollar of the actual balance;
  - (b) whether the pre-payment meter is operating on normal credit or emergency credit;
  - (c) a telephone number for enquiries; ~~and~~
  - (d) the distributor's 24-hour telephone number for faults and emergencies.
- (4) A retailer must give a pre-payment meter customer on request, at no charge, the following information —
- ~~(a) — total energy consumption;~~
  - ~~(b) — average daily consumption; and~~
  - ~~(c) — average daily cost of consumption;~~
- for the previous 2 years or for the period since the commencement of the pre-payment meter contract (whichever is the shorter), divided ~~into~~ quarterly segments: —
- (a) total energy consumption;
  - (b) average daily consumption;
  - (c) average daily cost of consumption.
- (5) A retailer must, within 10 business days ~~of~~after the change, use reasonable endeavours to notify a pre-payment meter customer in writing ~~or by electronic means~~ if the recharge facilities available to the residential customer change from the initial recharge facilities referred to in subclause (2) ~~(+)~~(q).

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- (6) The information to be provided ~~in~~under this clause, ~~with the exception of other than~~ the information in subclause (3), may be provided in writing to a pre-payment meter customer at —
- (a) the ~~pre-payment meter~~ customer's supply address; ~~or~~
  - (b) another address nominated by the ~~pre-payment meter~~ customer; ~~or~~
  - (c) an email address nominated by the ~~pre-payment meter~~ customer.

58. Reversion [was 9.4]

- (1) If a pre-payment meter customer ~~notifies~~ ~~requests~~ the retailer ~~that it wants~~ to replace ~~or switch~~ the pre-payment meter ~~to~~with a standard meter, ~~the retailer must~~ within 1 business day ~~of~~after the request —
- (a) ~~send the information referred to in clauses 2.3 and 2.4 to the pre-payment meter customer in writing or by electronic means; and~~
  - (b) ~~the retailer must~~ arrange with the ~~relevant~~ distributor to —
    - (i) ~~remove or render non-operational the pre-payment meter; and~~
    - (ii) ~~replace the pre-payment meter with a standard meter~~ or switch the pre-payment meter to a standard meter.
- (2) A retailer must not ~~require payment of a~~ charge a fee for reversion to a standard meter if a pre-payment meter customer is a residential customer and ~~that the~~ customer, ~~or its nominated representative, requests reversion of a pre-payment meter makes a request~~ under subclause (1) within 3 months ~~of~~after the later of —
- (a) the ~~installation of~~day on which the pre-payment meter ~~is~~ installed; ~~or~~
  - (b) the date on which the customer ~~agrees to enter~~entered into ~~a~~the pre-payment meter contract.

(3) If a pre-payment meter customer ~~requests reversion of a pre-payment meter~~ makes a request under subclause (1) after the ~~date end of the period~~ calculated in accordance with subclause (2), a retailer may charge the ~~pre-payment meter~~ customer a reasonable ~~charge fee~~ for the reversion to a standard meter.

~~(4)~~ (4) ~~However, the~~ The retailer's obligations under subclause (1) —

(a) if the pre-payment meter customer is a residential pre-payment meter customer, ~~—~~ are not conditional on the pre-payment meter customer paying the retailer's ~~reasonable charge fee~~ reasonable charge fee for reversion to a standard meter (if any); ~~and/or~~

(b) ~~if the pre-payment meter customer is not a residential pre-payment meter customer, otherwise —~~ may be made conditional on the pre-payment meter customer paying the retailer's reasonable charge fee for reversion to a standard meter (if any).

~~(4)~~(5) If a retailer requests a distributor to revert a pre-payment meter after a request under subclause (1), the distributor must revert the pre-payment meter ~~at that supply address~~ —

(a) ~~for supply addresses~~ if the supply address is located within the metropolitan area, ~~—~~ within 5 business days ~~of after~~ receipt of the request; or

(b) ~~for supply addresses~~ if the supply address is located within ~~the~~ a regional area, ~~—~~ within 10 business days ~~of after~~ receipt of the request.

## 59. Life support equipment [was 9.5]

(1) If a pre-payment meter customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the ~~pre-payment meter~~ customer's supply address requires life support equipment, the retailer must not provide a pre-payment meter service at that supply address and the retailer must, or must immediately arrange to —

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- (a) remove or render non-operational the pre-payment meter at no charge; and
  - (b) replace the pre-payment meter with a standard meter, or switch the pre-payment meter to a standard meter, at no charge; and
  - (c) provide information to the ~~pre-payment meter~~ customer about the contract options available to the ~~pre-payment meter~~ customer.
- (2) If a retailer requests a distributor to revert a pre-payment meter under subclause (1)(b), the distributor must revert the pre-payment meter at that supply address as soon as possible and in any event no later than —
- (a) ~~for supply addresses~~if the supply address is located within the metropolitan area — —
    - (i) ~~within 1 business day of receipt of the request~~, if the request is received ~~prior to 3pm~~before 3 pm on a business day — within 1 business day after receipt of the request; and
    - (ii) ~~within 2 business days of receipt of the request~~, if the request is received on or after 3pm ~~3 pm~~ on a business day or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the request;
  - or
  - (b) ~~for supply addresses~~if the supply address is located within ~~the~~ regional area —
    - (i) ~~within 9 business days of receipt of the request~~, if the request is received ~~prior to 3pm~~before 3 pm on a business day — within 9 business days after receipt of the request; and

- (ii) ~~within 10 business days of receipt of the request,~~ if the request is received on or after 3pm on a business day, or on a Saturday, a Sunday or a public holiday throughout the State — within 10 business days after receipt of the request.

**60. Requirements for pre-payment meters [was 9.6]**

- ~~(a)~~(1) A retailer must ensure that a pre-payment meter customer has access to an amount of emergency credit of \$20 outside of normal business hours. ~~Once the emergency credit is used, and no additional credit has been applied, the pre-payment meter service will be de-energised.~~
- (2) The following provisions apply in relation to a retailer's ability to de-energise a pre-payment meter —
- (a) if the pre-payment meter has run out of credit (disregarding any emergency credit), the meter may be de-energised during normal business hours;
- (b) if the pre-payment meter has run out of credit and any emergency credit, the meter may be de-energised at any time;
- (3) If a pre-payment meter has been de-energised and the customer makes a payment to their account that results in an amount of credit in excess of emergency credit, the retailer must re-energise the meter.
- (4) A retailer is not required to re-energise a pre-payment meter if the only credit that the customer has is emergency credit.
- ~~(b)~~(5) A retailer must ensure that a pre-payment meter service —
- ~~(i)~~(a) is capable of informing/providing the following information to the retailer ~~of~~ at least once in every month —
- ~~(A)~~(i) the number of instances wherein which a pre-payment meter customer has been disconnected; ~~and~~

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- ~~(B)(ii)~~ the duration of each of those disconnections referred to in subclause ~~(b)(i)(A)~~; ~~at least every month~~, and
- ~~(ii)(b)~~ ~~is capable of recommencing supply and supply is recommenced~~ subject to subclauses (3) and (4), ~~recommences supply~~ as soon as information is communicated to the pre-payment meter that a payment to the account has been made.

**61. Recharge facilities [was 9.7]**

~~Unless otherwise agreed with the customer, a~~ retailer must ensure that —

- (a) at least 1 physical recharge facility is located as close as practicable to a pre-payment meter, ~~and in any case no further than 40 kilometres away~~; and
- (b) a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days per week; and
- (c) it uses its best endeavours to ensure that ~~the a~~ pre-payment meter customer can access a recharge facility for periods greater than required under ~~subclause-paragraph~~ (b); and
- (d) the minimum amount to be credited by a recharge facility does not exceed \$20 per increment.

**62. Concessions [was 9.8]**

If a pre-payment meter customer demonstrates to a retailer that the ~~pre-payment meter~~ customer is entitled to receive a concession, the retailer must ensure that the ~~pre-payment meter~~ customer receives the ~~benefit of the~~ concession.

**63. Meter check or test [was 9.9]**

- (1) If a pre-payment meter customer requests that the whole or part of a pre-payment meter be checked or tested, a retailer must, ~~at~~

~~the request of the pre-payment meter customer,~~ make immediate arrangements to do 1 or more of the following —

- (a) check the ~~pre-payment meter~~ customer's metering data;
  - (b) check or conduct a test of the pre-payment meter; ~~and/or~~
  - (c) arrange for a check or test by the responsible person for the meter installation at the ~~pre-payment meter~~ customer's connection point.
- (2) If a retailer requests a distributor to check or test a pre-payment meter under subclause (1)~~(c)~~, the distributor must check or test the pre-payment meter.
- (3) A pre-payment meter customer who requests a check or test of a pre-payment meter under subclause (1) must pay a retailer's reasonable charge for checking or testing the pre-payment meter (if any).
- (4) If a pre-payment meter is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), a retailer must —
- (a) immediately arrange for the repair or replacement of the faulty pre-payment meter; and
  - (b) correct any overcharging or undercharging in accordance with clause ~~9.11~~ 65; and
  - (c) refund any charges paid by the pre-payment meter customer under this clause for the checking or testing of the pre-payment meter.

**64. Credit retrieval, ~~overcharging and undercharging~~ [was 9.10]**

- ~~(1) Subject to~~ If a pre-payment meter customer ~~notifying~~ notifies a retailer of ~~the~~ a proposed vacation date, the retailer must ensure that the ~~pre-payment meter~~ customer can retrieve all remaining credit at the time the ~~pre-payment meter~~ customer vacates the supply address.

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65. Overcharging and undercharging [was 9.10]

- ~~(2)~~(1) If a pre-payment meter customer (including a pre-payment meter customer who has vacated the supply address) has been overcharged an amount as a result of an act or omission of ~~the~~ retailer or distributor (including ~~if a pre-payment meter has been found to be defective~~ as a result of a defective pre-payment meter), the retailer must —
- (a) use its best endeavours to inform the ~~pre-payment meter~~ customer accordingly within 10 business days ~~of~~after the retailer ~~becoming~~ becomes aware of the ~~error,~~ overcharge; and
  - (b) ask the ~~pre-payment meter~~ customer for instructions as to whether the amount should be —
    - ~~(a)~~(i) credited to the ~~pre-payment meter~~ customer's account; or
    - ~~(b)~~(ii) repaid to the ~~pre-payment meter~~ customer.
- ~~(3)~~(2) If ~~the~~ retailer receives instructions from the customer in response to a request under subclause ~~(2)~~(1), the retailer must credit or pay the amount in accordance with the ~~pre-payment meter~~ customer's instructions within 12 business days ~~of~~after receiving the instructions.
- ~~(4)~~(3) If ~~the~~ retailer does not receive instructions from the customer under subclause ~~(2)~~(1) within 20 business days ~~of~~after making the request for instructions, the retailer must use reasonable endeavours to credit the amount ~~overcharged~~ to the ~~pre-payment meter~~ customer's account.
- (4) If the amount referred to in subclause (1) is less than \$100, the retailer may credit the amount to the customer's account instead of complying with subclause (1).
- (5) No interest ~~shall accrue to a credit or refund referred to in subclause (2)~~ is payable on an amount that has been overcharged.

- (6) If a retailer proposes to recover from a pre-payment meter customer an amount undercharged as a result of an act or omission by the retailer or distributor (including ~~if a pre-payment meter has been found to be defective~~ as a result of a defective pre-payment meter), the retailer must —
- (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months ~~prior to~~ before the date on which the retailer ~~notified~~ notifies the pre-payment meter customer that undercharging ~~had~~ has occurred; and
  - (b) list the amount to be recovered as a separate item in a special bill ~~or in the next bill (if applicable)~~, together with an explanation of that amount; and
  - (c) not charge the pre-payment meter customer interest on that amount or require the pre-payment meter customer to pay a late payment fee; and
  - (d) offer the pre-payment meter customer time to pay that amount by means of an instalment plan in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the retailer) and a payment plan covering a period at least equal to the period over which the recoverable undercharging occurred.
- ~~(7) If the amount referred to in subclause (2) is less than \$100, the retailer may —~~
- ~~(a) ask the pre-payment meter customer for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or~~
  - ~~(b) credit the amount to the pre-payment meter customer's account (in which case subclause (3) applies as if the pre-payment meter customer instructed the retailer to credit the pre-payment meter customer's account).~~

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66. ~~Payment difficulties or financial hardship~~ Assistance for customers experiencing payment problems [was 9.11]

~~(1) A retailer must give reasonable consideration to a request by—~~

~~(a) a residential pre-payment meter customer who informs the retailer that the pre-payment meter customer is experiencing payment difficulties or financial hardship; or~~

~~(b) a relevant consumer representative;~~

~~for a waiver of any fee payable by the pre-payment meter customer to replace or switch a pre-payment meter to a standard meter.~~

~~(2)(1) Notwithstanding its obligations under clause 6.10, a retailer must ensure that~~ This clause applies if —

(a) ~~if~~ a residential pre-payment meter customer informs ~~the~~ a retailer that the ~~pre-payment meter~~ customer is experiencing ~~payment difficulties or financial hardship~~ difficulties paying for their consumption; or

(b) ~~the a~~ retailer identifies that a residential pre-payment meter customer has been disconnected 2 or more times in any 1-month period for longer than 120 minutes on each occasion~~;~~

~~(2) subject to subclause (3), the~~ The retailer must ~~use best endeavours to contact the pre-payment meter customer,~~ as soon as is reasonably practicable, use its best endeavours to provide the following information to the customer —

~~(e)~~ Not Used

~~(d)~~ (a) information about the different types of meters available to the ~~pre-payment meter~~ customer;

~~(b)~~ (b) information about any concessions that may be available to the customer and how to access them;

~~(e)~~ (c) information about ~~and referral to~~ relevant financial assistance ~~programmes, and/or~~ programs;

~~(f)~~(d) referral to information about how to contact relevant consumer representatives; ~~and/or~~

~~(g)~~(e) information on/about independent financial and other relevant counselling services.

~~(3)~~ Where the retailer has identified the residential pre-payment meter customer pursuant to subclause (2)(b), the retailer is not required to contact the residential customer and provide the information set out in subclauses (2)(e)-(g) if the retailer has provided the residential pre-payment meter customer with that information in the preceding 12 months.

~~(4)~~(3) The retailer must, on the request of the customer, provide the information to be provided referred to in subclause (2) may be provided in writing, to a pre-payment meter customer at the pre-payment meter customer's supply address, another address nominated by the pre-payment meter customer or an email address nominated by the pre-payment meter customer.

~~(4)~~ However, if subclause (1)(b) applies, the retailer is not required to comply with subclause (2) if the retailer has provided the information referred to in that subclause within the preceding 12 months.

~~(5)~~ The retailer must give reasonable consideration to a request by the customer, or a relevant consumer representative for the customer, for a reduction of the customer's fees, charges or debt.

~~(6)~~ This clause applies to a retailer in addition to any obligation under clause 46.

#### **67. Waiver of fee for customers experiencing payment problems**

~~(1)~~ This clause applies if a residential pre-payment meter customer, or a relevant consumer representative acting on behalf of a residential pre-payment meter customer —

~~(a)~~ informs a retailer that the customer is experiencing difficulties paying for the customer's consumption; and

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(b) requests that the pre-payment meter be replaced by a standard meter.

(2) The retailer must not charge a fee to replace the pre-payment meter with a standard meter.

**9.12 Existing pre-payment meters**

~~A pre-payment meter installed prior to the amendment date will be deemed to comply with the requirements of this Part 9.~~

## Part 10 — Information and communication

### Division 1 — Obligations for retailers

#### Division 1—Obligations particular for retailers

#### 68. General information

- (1) A retailer must publish on its website —
  - (a) the following information about concessions —
    - (i) the type of concessions available to customers;
    - (ii) the name and contact details of the organisation responsible for administering those concessions (if the retailer is not responsible for doing this);
  - and
  - (b) the following information about energy efficiency —
    - (i) cost-effective and efficient ways to utilise electricity;
    - (ii) the typical running costs of major domestic electrical appliances;
  - and
  - (c) the retailer’s hardship policy; and
  - (d) the retailer’s family violence policy; and
  - (e) a summary of a customer’s rights, entitlements and obligations under the retailer’s standard complaints and dispute resolution procedures; and
  - (f) the contact details for the electricity industry ombudsman; and
  - (g) a copy of this code.
- (2) The retailer is not required to publish a copy of this code under subclause (1)(g) if it instead provides an electronic link to a website where a copy of this code may be accessed.

- (3) If a customer requests information of the kind referred to in subclause (1), the retailer must —
  - (a) refer the customer to the retailer’s website; or
  - (b) provide the information to the customer.
- (4) If a customer requests a copy of information of the kind referred to in subclause (1), the retailer must provide a copy of the information to the customer.
- (5) The information or a copy of the information requested under this clause must be provided without charge.

**69. ~~Tariff information~~ Information about tariffs, fees or charges [was 10.1(2)-(3)]**

- ~~(2)~~ A retailer must give or make available to a customer on request, at no charge, reasonable information on the retailer’s tariffs, fees ~~and~~ or charges, including any alternative tariffs that may be available to that customer.
- ~~(3)~~ ~~A retailer must give or make available to a customer the information referred to under subclause (2) within 8 business days of the date of receipt. If requested by the customer, the retailer must give the information in writing.~~

**70. ~~Tariff information~~ Information about variations to tariffs, fees or charges: regulated prices [was 10.1(1)]**

- (1) This clause applies if a customer’s tariffs, fees or charges are regulated or set by the State Government.
- (2) A retailer must give notice to ~~each of its customers affected by a customer of any~~ variation ~~in~~ to its tariffs, fees ~~and~~ or charges that affects the customer.
- (3) The notice must be given no later than the next bill in ~~a~~ the customer’s billing cycle.

**71. Information about variations to tariffs, fees or charges:  
non-regulated prices**

- (1) This clause applies if a customer's tariffs, fees or charges are not regulated or set by the State Government.
- (2) A retailer must give notice to a customer of any variation to its tariffs, fees or charges that affects the customer.
- (3) The notice must be given at least 5 business days before the variation will come into effect.
- (4) The notice must —
  - (a) specify that the customer's tariffs, fees or charges are being varied; and
  - (b) specify the date on which the variation will come into effect; and
  - (c) identify the customer's existing tariffs, fees or charges, inclusive of GST; and
  - (d) identify the customer's tariffs, fees or charges as varied, inclusive of GST; and
  - (e) specify that the customer may request historical billing data.
- (5) A retailer is not required to provide information under this clause —
  - (a) if the customer enters into the relevant contract with the retailer within 10 business days before the variation will come into effect and the retailer has already informed the customer of the variation; or
  - (b) for a tariff, fee or charge that continually varies in relation to the prevailing spot price for electricity; or
  - (c) for the variation of a tariff, fee or charge that is a direct result of a change to, or the withdrawal or expiry of, a concession; or
  - (d) for the variation of a tariff, fee or charge that is a direct result of a change to a bank charge or fee, to a credit

card charge or fee, or to payment processing charges or fees that apply in relation to the customer; or

- (e) if the variation of a tariff, fee or charge is a direct result of a benefit change and the retailer has already informed the customer of the change.

**72. Historical billing data [was 10.2]**

- (1) A retailer must give a non-contestable customer on request the non-contestable customer's billing data.
- (2) ~~If The retailer must give the billing data at no charge if a non-contestable customer requests billing data under subclause (1) —~~
- (a) for a period less than the previous 2 years and no more than once a year; or
- (b) in relation to a dispute with a retailer, ~~the retailer must give the billing data at no charge.~~
- ~~(3) — A retailer must give a non-contestable customer the billing data requested under subclause (1) within 10 business days of the date of receipt of —~~
- ~~(a) — the request; or~~
- ~~(b) — payment for the retailer's reasonable charge for providing the billing data (if requested by the retailer).~~
- ~~(4) — A retailer must keep a non-contestable customer's billing data for 7 years.~~

**10.3 — Concessions**

~~A retailer must give a residential customer on request at no charge —~~

- ~~(a) — information on the types of concessions available to the residential customer; and~~

~~(b) the name and contact details of the organisation responsible for administering those concessions (if the retailer is not responsible).~~

**73. Service standard payments [was 10.3A]**

A retailer must ~~give a customer~~ at least once a year give a customer written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 ~~of this Code and/or~~ under any other legislation (including subsidiary legislation) in Western Australia written law including —

- (a) the amount of the payment; and
- (b) the eligibility criteria for the payment.

~~10.4 Energy Efficiency Advice~~

~~A retailer must give, or make available to a customer on request, at no charge, general information on—~~

- ~~(a) cost effective and efficient ways to utilise electricity (including referring the customer to a relevant information source); and~~
- ~~(b) the typical running costs of major domestic appliances.~~

**74. Distribution matters [was 10.5]**

If a customer asks a retailer for information relating to the distribution of electricity, the retailer must —

- (a) give the information to the customer; or
- (b) refer the customer to the relevant distributor for a response.

**~~Division 2 Obligations particular to distributors~~**

## Division 2 — Obligations for distributors

### 75. General information [was 10.6]

- (1) A distributor must ~~give a customer on request, at no charge, the following information~~ publish on its website —
- ~~(a)~~ information on the distributor's requirements in relation to the customer's proposed new electrical installation, or changes to the customer's existing electrical installation, including advice about supply extensions; a description of the distributor's and customer's respective rights and obligations concerning the provision of services by the distributor and a description of those services; and
  - ~~(b)~~ an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
  - ~~(c)~~ an explanation for any unplanned interruption of supply to the customer's supply address;
  - ~~(d)~~ advice on facilities required to protect the distributor's equipment;
  - ~~(e)~~ advice on how to obtain information on protecting the customer's equipment;
  - ~~(f)~~ advice on the customer's electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical;
  - ~~(b)~~ details of applicable connection and reconnection timeframes; and
  - ~~(c)~~ details of applicable connection and reconnection charges; and
  - ~~(d)~~ information relating to new connections or connection alterations; and
  - ~~(g)~~(e) general information on the safe use of electricity; and
  - ~~(h)~~(f) general information on quality of supply; and
  - ~~(i)~~(g) general information on reliability of supply; and

- (h) information about how a customer may obtain information on distribution standards and metering arrangements that are relevant to the customer and —
- (i) prescribed under the Act or the *Electricity Act 1945*; or
  - (ii) adopted by the distributor;
- and
- (i) a summary of a customer’s rights, entitlements and obligations under the distributor’s standard complaints and dispute resolution procedures; and
  - (j) the contact details for the electricity industry ombudsman; and
  - (k) a copy of this code.
- (2) The distributor is not required to publish a copy of this code under subclause (1)(k) if it instead provides an electronic link to a website where a copy of this code may be accessed.
- (3) If a customer requests information of the kind referred to in subclause (1), the distributor must —
- (a) refer the customer to the distributor’s website; or
  - (b) provide the information to the customer.
- (4) If a customer requests a copy of information of the kind referred to in subclause (1), the distributor must provide a copy of the information to the customer.
- (5) The information or a copy of the information requested under this clause must be provided without charge.

**76. Information about supply changes or interruptions**

A distributor must give to a customer on request, at no charge —

- (a) an explanation for any unplanned or approved change in the quality of supply of electricity to the customer’s

supply address outside of the limits prescribed by law;  
and

(b) an explanation for any unplanned interruption of supply of electricity to the customer's supply address.

#### **10.7** — **Historical consumption data**

- ~~(1) A distributor must give a customer on request the customer's consumption data.~~
- ~~(2) If a customer requests consumption data under subclause (1) —~~
- ~~(a) for a period less than the previous 2 years, provided the customer has not been given consumption data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request; or~~
  - ~~(b) in relation to a dispute with a distributor,~~  
~~the distributor must give the consumption data at no charge.~~
- ~~(3) A distributor must give a customer the consumption data requested under subclause (1) within 10 business days of the date of receipt of —~~
- ~~(a) the request; or~~
  - ~~(b) if payment is required (and is requested by the distributor within 2 business days of the request) payment for the distributor's reasonable charge for providing the data.~~
- ~~(4) A distributor must keep a customer's consumption data for 7 years.~~

#### **10.8** — **Distribution standards**

- ~~(1) A distributor must tell a customer on request how the customer can obtain information on distribution standards and metering arrangements —~~
- ~~(a) prescribed under the Act or the *Electricity Act 1945*; or~~
  - ~~(b) adopted by the distributor,~~

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~~that are relevant to the customer.~~

~~(2) A distributor must publish on its website the information  
specified in subclause (1).~~

~~Division 3 — Obligations particular to retailers and distributors~~

Division 3 — Obligations for retailers and distributors

77. **Written information must be easy to understand [was 10.9]**

- (1) To the extent practicable, a retailer ~~and/or~~ 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~~ this code is —
- (a) expressed in clear, simple and concise language; and
  - (b) ~~is~~ in a format that makes it easy to understand.
- (2) The obligation placed on a retailer under subclause (1) extends to written information that may be given to a customer by an electricity marketing agent acting on behalf of the retailer.

~~10.10 — Code of Conduct~~

- (1) ~~A retailer and a distributor must tell a customer on request how the customer can obtain a copy of the Code.~~
- (2) ~~A retailer and a distributor must make electronic copies of the Code available, at no charge, on the retailer's or distributor's website.~~
- (3) ~~Not Used~~

78. **Special information needs [was 10.11]**

- (1) A retailer and a distributor must make available to a residential customer on request, at no charge, services that assist the ~~residential~~ customer in ~~interpreting~~ understanding information provided by the retailer or distributor ~~to the residential customer~~ (including independent ~~multi-lingual interpreter services~~ and ~~TTY~~ services for customers with a speech or hearing impairment, and large print copies).

- (2) A retailer and, if appropriate, a distributor must include on a relevant document in relation to residential customers —
- ~~(a)~~ the telephone number for its TTY services;
  - ~~(b)~~ the telephone number for independent multi-lingual services; and
  - ~~(c)~~ the telephone number for interpreter services together with the National Interpreter Symbol and the words “Interpreter Services”;
  - (a) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
  - (b) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment.
- ~~on the—~~
- (3) In subclause (2) —  
relevant document means the following —
- ~~(e)(a)~~ a bill and bill-related information (including, for example, the notice referred to in clause ~~4.2 20~~(3) and statements relating to ~~an instalment plan~~ a payment plan);
  - ~~(d)(b)~~ a reminder notice; ~~and~~
  - ~~(e)(c)~~ a disconnection warning.

**79. Metering [was 10.12]**

- (1) A distributor must advise a customer on request, at no charge, of the availability of different types of meters and their —
- (a) suitability to the customer’s supply address; and
  - (b) purpose; and
  - (c) costs; and
  - (d) installation, operation and maintenance procedures.
- (2) If a customer asks a retailer for information relating to the availability of different types of meters, the retailer must —

- (a) give the information to the customer; or
- (b) refer the customer to the ~~relevant~~ distributor for a response.

#### **Division 4 — Disconnection or interruption for emergencies**

##### **80. Disconnection or interruption for emergencies [was 7.5]**

If a distributor disconnects or interrupts a customer's supply address for emergency reasons, the distributor must —

- (a) provide an emergency telephone contact number (the charge of which will be no more than the cost of a local call (excluding mobile telephones)) through which the customer can obtain, on a 24-hour basis, information on the nature of the emergency and an estimate of the time when the supply of electricity will be restored; and
- (b) use its best endeavours to restore the supply of electricity to the customer's supply address as soon as possible.

## Part 11 — Life support equipment scheme

### 81. Relevant standards

In this Part —

relevant standard —

- (a) in relation to a step required to be taken by a retailer, means the step is taken —
  - (i) if a confirmation or notification is received before 3 pm on a business day — on the same day; or
  - (b) if a confirmation or notification is received on or after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — no later than the next business day.
- (b) in relation to a step required to be taken by a distributor, means the step is taken —
  - (a) if a notification is received before 3 pm on a business day — no later than the next business day; or
  - (b) if a notification is received on or after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the notification.

### 82. Registration of life support equipment address: retailers

- (1) Subclauses (2) and (3) apply 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.
- (2) The retailer must take the following steps in accordance with the relevant standard for a retailer —
  - (a) register the customer's supply address as a life support equipment address;

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- (b) register a person's contact details in relation to the supply address;
  - (c) provide the following to the distributor —
    - (i) a notification about the customer's supply address being a life support equipment address;
    - (ii) the contact details registered under paragraph (b).
- (3) The retailer must provide the following information in writing to the customer before, or within 5 days after, registering the customer's supply address as a life support equipment address under subclause (2) —
  - (a) advice that there may be planned or unplanned interruptions to the supply of electricity to the supply address and that the distributor is required to provide a notification of a planned interruption in accordance with this code;
  - (b) a recommendation that the customer prepare a plan of action in case of an unplanned interruption;
  - (c) an emergency telephone contact number for the distributor and the retailer (the charge of which will be no more than the charge of a local call (excluding mobile telephones)).
- (4) Subclause (5) applies if a customer for a supply address registered with a retailer under subclause (2) notifies the retailer —
  - (a) that the person residing at the customer's supply address who requires life support equipment is changing supply address; or
  - (b) that the customer is changing supply address but the person who requires life support equipment is not changing supply address; or
  - (c) that there has been a change in contact details.

- (5) The retailer must take the following steps in accordance with the relevant standard for a retailer —
- (a) register the change;
  - (b) provide a notification to the distributor of the change.
- (6) For the purposes of this clause, a person's contact details are the following notified by the customer —
- (a) a telephone number;
  - (b) an email address (if provided);
  - (c) a postal address.

**83. Registration of life support equipment address: distributors**

- (1) This clause applies if the distributor is notified by a retailer —
- (a) that a person residing at a customer's supply address requires life support equipment; or
  - (b) that there has been a change of details or circumstances previously notified by the retailer.
- (2) The distributor must take the following steps (as relevant) in accordance with the relevant standard for a distributor —
- (a) register the customer's supply address as a life support equipment address;
  - (b) update the details or circumstances previously notified by the retailer.

**84. Interruption of supply**

- (1) A distributor must not undertake a planned interruption of the supply of electricity to a life support equipment address unless the distributor has —
- (a) provided at least 3 business days' written notice of the interruption to the customer or other nominated person  
—
    - (i) at the supply address; or
    - (ii) at another address nominated by the customer; or

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- (iii) by electronic communication;
    - and
    - (b) unless expressly requested by the customer or other nominated person not to do so, used its best endeavours to obtain acknowledgment from the customer, someone else residing at the supply address, or other nominated person, that the notice has been received.
  - (2) Subclause (1) does not apply if —
    - (a) the interruption is for the purpose of restoring the supply of electricity to a life support equipment address; or
    - (b) the distributor provides notice of a planned interruption that will affect a supply address under the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005* before the distributor registers the supply address as a life support equipment address under this Part.
  - (3) If subclause (2) applies, the distributor must use its best endeavours to contact the customer, or someone residing at the supply address, before the interruption occurs.

**85. Periodic reviews**

- (1) A retailer must require a customer whose supply address is registered as a life support equipment address, by a notice given to the customer within the period beginning 3 months before, and ending 3 months after, each anniversary of the registration of a supply address under this Part —
  - (a) unless paragraph (b) applies — to confirm that a person residing at the customer's supply address continues to require life support equipment; or
  - (b) in the case of every 3<sup>rd</sup> anniversary — to provide the retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address continues to require life support equipment.

- (2) A notice under subclause (1) must —
- (a) allow a customer at least 3 months to provide the confirmation required by the retailer; and
  - (b) warn the customer that —
    - (i) the customer's supply address will be de-registered as a life support equipment address if the customer fails to comply with the notice or if the customer notifies the retailer that a person residing at the supply address no longer requires life support equipment; and
    - (ii) if the supply address is de-registered, the customer will no longer receive the protections provided by this code for life support equipment addresses.

**86. De-registration of address**

- (1) This clause applies if —
- (a) a retailer is notified that a customer's supply address no longer requires registration as a life support equipment address; or
  - (b) a customer fails to comply with a notice from a retailer under clause 85 in relation to a life support equipment address within the period allowed under clause 85(2)(a).
- (2) If subclause (1)(a) applies, the retailer must de-register the life support equipment address —
- (a) if the notification is received before 3 pm on a business day — no later than the next business day; or
  - (b) if the notification is received on or after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the notification.

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- (3) If subclause (1)(b) applies, the retailer must —

  - (a) on at least 2 occasions, at least 10 business days apart, take reasonable steps to contact the customer to warn the customer that the life support equipment address may be de-registered; and
  - (b) de-register the supply address if the customer fails, in response to the steps taken under paragraph (a), to provide the confirmation required under clause 85(1).
- (4) At least one of the steps under subclause (3)(a) must involve sending written correspondence by registered post to the customer's supply address, and to any other address nominated by the customer.
- (5) Subclause (4) does not apply if the notice to the customer under clause 85(1) was sent as written correspondence by registered post to the customer's supply address, and to any other address nominated by the customer.
- (6) A retailer must, when it de-registers a life support equipment address, provide the customer's distributor with a notification about the de-registration as soon as practicable after taking that step but in any event within 3 business days.
- (7) The distributor must de-register the life support equipment address in accordance with the relevant standard for a distributor.
- (8) Despite subclauses (1) to (7), a supply address must not be de-registered if the retailer is aware that another person residing at the supply address still requires life support equipment.
- (9) Once a customer's supply address ceases to be registered as a life support equipment address, the retailer's and distributor's obligations under this code in connection with life support equipment cease to apply in relation to that address.

## Part 12 — Complaints and dispute resolution

### 87. Obligation to establish complaints handling

~~process~~procedures [was 12.1]

- (1) ~~A~~Each retailer and distributor must develop, maintain and implement ~~an internal process for handling complaints and resolving disputes~~a standard complaints and dispute resolution procedure.
- (2) The ~~complaints handling process under subclause (1)~~standard complaints and dispute resolution procedure must address —
  - ~~(a)~~ comply with Australian Standard AS/NZS 10002:2014;
  - ~~(b)~~ address at least
    - ~~(i)~~(a) how complaints must be lodged by customers; and
    - ~~(ii)~~(b) how complaints will be handled by ~~a~~the retailer or distributor, including —
      - ~~(A)~~(i) a right of a customer to have ~~its~~a complaint considered by a senior employee ~~within each organisation of the retailer or distributor~~ if the customer is not satisfied with the manner in which the complaint is being handled; and
      - ~~(B)~~(ii) the information that will be provided to a customer, including in accordance with the requirements under clause 89;
  - and
  - ~~(iii)~~(c) response times for complaints; and
  - ~~(iv)~~(d) the method of response;
    - ~~(e)~~ detail how a retailer will handle complaints about the retailer, electricity marketing agents or marketing; and
    - ~~(d)~~ be available at no cost to customers.
- (3) The standard complaints and dispute resolution procedure must comply with AS/NZS 10002:2014.

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- ~~(3) For the purposes of subclause (2)(b)(ii)(B), a retailer or distributor must at least —~~
- ~~(a) when responding to a complaint, advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process); and~~
  - ~~(b) when a complaint has not been resolved internally in a manner acceptable to a customer, advise the customer —~~
    - ~~(i) of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and~~
    - ~~(ii) that the customer has the right to raise the complaint with the electricity ombudsman or another relevant external dispute resolution body and provide the Freecall telephone number of the electricity ombudsman.~~

**88. Acknowledgment of complaint and response times [12.1(4)]**

- ~~(4) For the purpose of subclause (2)(b)(iii), a A retailer or distributor must, on receipt of a written complaint by a customer —~~
- ~~(a) acknowledge the complaint within 10 business days; and~~
  - ~~(b) respond to the complaint by addressing the matters in the complaint within 20 business days.~~

**89. Advice about outcome of complaint**

A retailer or distributor must —

- (a) inform the customer of the outcome of a complaints process; and
- (b) unless the customer has advised the retailer or distributor that the complaint has been resolved in a manner acceptable to the customer, inform the customer  
—

- (i) of the retailer's or distributor's reasons regarding the outcome; and
- (ii) that if the customer is not satisfied with the outcome, the customer may make a complaint or take a dispute to the electricity industry ombudsman; and
- (iii) of the contact details for the electricity industry ombudsman.

~~12.2~~ **Obligation to comply with a guideline that distinguishes customer queries from complaints**

~~A retailer must comply with any guideline developed by the Authority relating to distinguishing customer queries from complaints.~~

~~12.3~~ **Information provision**

~~A retailer, distributor and electricity marketing agent must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes.~~

**90. Obligation to refer complaint [was 12.4]**

~~When-If~~ a retailer, distributor or electricity marketing agent receives a complaint from a customer that does not relate to its functions, it must advise the customer of the entity that the retailer, distributor or electricity marketing agent reasonably considers to be the appropriate entity to deal with the complaint (if known).

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## ~~Part 13 – Reporting~~

### ~~13.1 – Preparation of an annual report~~

~~A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the Authority.~~

### ~~13.2 – Provision of annual report to the Authority~~

~~A report referred to in clause 13.1 must be provided to the Authority by the date, and in the matter and form, specified by the Authority.~~

### ~~13.3 – Publication of reports~~

~~(1) – A report referred to in clause 13.1 must be published by the date specified by the Authority.~~

~~(2) – A report is published for the purposes of subclause (1) if –~~

~~(a) – copies of it are available to the public, without cost, at places where the retailer or distributor transacts business with the public; and~~

~~(b) – a copy of it is posted on an internet website maintained by the retailer or distributor.~~

## Part 13 — Protections relating to family violence

### 91. Family violence policy

- (1) A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers.
- (2) The family violence policy must —
  - (a) provide for the training of staff (including call centre staff and field officers) about issues related to family violence and its impacts, including how to identify customers who may be affected by family violence and how to apply the policy effectively and appropriately to provide assistance to vulnerable customers; and
  - (b) require the retailer to advise a vulnerable customer —
    - (i) that the retailer must take reasonable steps to protect the vulnerable customer's information if the customer requests the retailer to do so; and
    - (ii) about the consequences of being named on the account of a residential customer who is not a vulnerable customer;

and

  - (c) require the retailer —
    - (i) to take reasonable steps to establish a safe method of communication with a vulnerable customer and if a method of communication proposed by a vulnerable customer is not reasonably practicable, to offer an alternative method of communication; and
    - (ii) to keep a record of any method of communication that has been agreed between the retailer and a vulnerable customer; and
    - (iii) to use any agreed method of communication for the purposes of providing information required by this code;

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and

- (d) include processes to ensure that a vulnerable customer does not have to repeatedly refer to, or disclose, their situation when they make contact with the retailer or another person acting on behalf of the retailer; and
- (e) require the retailer to consider reducing or waiving any fees, charges or debt that would otherwise be payable by a vulnerable customer; and
- (f) without limiting paragraph (e), require the retailer to consider —
  - (i) the potential impact of debt collection on a vulnerable customer who is liable for the debt; and
  - (ii) the extent to which another person may have contributed to an amount owing for electricity supplied to a vulnerable customer's supply address;

and

- (g) provide that the retailer will take into account the circumstances of a vulnerable customer before disconnecting the vulnerable customer's supply address for failure to pay a bill; and
- (h) provide information about the operation of clause 92; and
- (i) include —
  - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
  - (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;

and

- (j) for printed copies of the family violence policy — be available in large-print copies.

- (3) The training required under subclause (2)(a) must satisfy at least 1 of the following requirements —
  - (a) it is developed in conjunction with appropriate consumer representatives;
  - (b) it is provided by appropriate consumer representatives.
- (4) Subclause (2)(g) does not apply in relation to former residential customers.
- (5) If directed by the Authority, a retailer must review its family violence policy or related procedures, and submit the results of the review to the Authority within a period specified by the Authority.
- (6) A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is —
  - (a) developing its family violence policy; or
  - (b) reviewing its family violence policy because of a direction of the Authority under subclause (5).

## **92. Protection from disconnection**

- (1) A retailer must ensure that the residential supply address of a vulnerable customer is not disconnected for a period of 9 months from the date on which the retailer becomes aware that the customer is a vulnerable customer unless —
  - (a) the retailer is informed by the vulnerable customer, or otherwise becomes aware, that the customer no longer resides at that supply address; or
  - (b) the disconnection is requested by the vulnerable customer; or
  - (c) there are safety reasons warranting the disconnection; or
  - (d) there is an emergency warranting the disconnection; or
  - (e) electricity has been illegally consumed at the supply address.

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- (2) Nothing in subclause (1) —
- (a) affects a vulnerable customer’s responsibility to pay for electricity supplied by a retailer to a supply address; or
  - (b) affects a retailer’s ability to send bills and notices to a vulnerable customer in connection with payment for the supply of electricity or to take other steps in connection with a liability to pay for electricity supplied by the retailer.
- (3) This clause does not apply in relation to former residential customers.

**93. Written evidence**

- (1) A retailer must not require written evidence of family violence from a customer unless the evidence is reasonably necessary to enable the retailer to determine the most appropriate way to —
- (a) address a failure to pay a bill and, if relevant, deal with debt collection; or
  - (b) deal with a proposed disconnection of a supply address.
- (2) To the extent that written evidence of family violence is required, it need only be 1 document of a kind that is listed in the *Residential Tenancies Act 1987* section 71AB(2).

## Part 14 — Service standard payments

### Division 1 — Obligations ~~particular to~~ for retailers

#### 94. Facilitating customer reconnections [was 14.1]

- (1) ~~Subject to clause 14.6, if a~~ Unless clause 99 applies, a retailer must make the payment specified under subclause (2) if —
- (a) ~~the~~ the retailer is required to arrange a reconnection of a customer's supply address under Part 8; ~~and—~~
  - (b) ~~either —~~
    - (a)(i) ~~but~~ the retailer has not complied with ~~the time frames prescribed in clause 8.1(2) and has not otherwise caused the customer's supply address to be reconnected as contemplated by clause 8.1(3)~~ clause 53(3) or (4); or
    - (b)(ii) ~~the~~ the retailer has complied with ~~the time frames prescribed in clause 8.1(2)~~ clause 53(3), but a distributor has not complied with ~~the time frames prescribed in clause 8.2(2), timeframes set out in clause 54(4).~~
- (2) ~~the~~ The retailer must pay ~~to~~ the customer \$60 for each day that ~~if the retailer or the distributor (as the case may be) is late, up to a maximum of \$300.~~
- (2)(3) ~~Subject to clause 14.6~~ Unless clause 99 applies, if a retailer is liable to and makes a payment under ~~subclause (1)~~ this clause due to an act or omission of a distributor, the distributor must ~~compensate~~ reimburse the retailer for the amount of the payment.

#### 95. Wrongful disconnections [was 14.2]

- (1) ~~Subject to clause 14.6, if~~ Unless clause 99 applies, a retailer must make the payment specified under subclause (2) if the retailer —

- (a) fails to comply with any of the procedures prescribed set out under Part 6 (if applicable and other than clauses 6.8, 6.9 or 6.10 45(3) and 46), or Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), or 7.7(2)(e) of the Code prior to clause 48 or 82(1), before arranging for disconnection of, or disconnecting, a customer for failure to pay a bill; or
- (b) arranges for disconnection of, or disconnects, a customer in contravention of clauses 7.2, 7.3, 7.6 clause 49, 50 or 7.7 52 for failure to pay a bill.

(2) ~~the~~The retailer must pay ~~to~~ the customer \$100 for each day that the customer wasis wrongfully disconnected.

(2)(3) ~~Subject to clause 14.6 Unless clause 99 applies,~~ if a retailer ~~is liable to and~~ makes a payment under subclause (1) this clause due to an act or omission of a distributor, the distributor must compensate reimburse the retailer for the amount of the payment.

**96. Customer service [was 14.3]**

- (1) ~~Subject to clause 14.6 Unless clause 99 applies,~~ if a retailer fails to acknowledge or respond to a complaint within the time frames prescribed in clause 12.1(4) timeframes set out in clause 88, the retailer must pay ~~to~~ the customer \$20.
- (2) A retailer willis only ~~be~~ liable to make 1 payment ~~of \$20,~~ under subclause (1) this clause for each written complaint.

**Division 2 — Obligations particular tofor distributors**

**97. Wrongful disconnections [was 14.5]**

- (1) ~~Subject to clause 14.6 Unless clause 99 applies,~~ a distributor must make the payment specified under subclause (2) if ~~a the~~ distributor disconnects a customer's supply address other than as authorised by—

- (a) ~~as authorised by this Code code~~ or otherwise authorised by written law; or
- (b) ~~as authorised by~~ a retailer.

~~(2) then the~~The distributor must pay ~~to~~ the customer \$100 for each day that the customer ~~was~~is wrongfully disconnected.

**98. Customer service [was 14.4]**

- (1) ~~Subject to clause 14.6~~Unless ~~clause 99 applies~~, if a distributor fails to acknowledge or respond to a written complaint ~~made by a customer~~ within the ~~time frames prescribed in clause 12.1(4)~~ timeframes set out in clause 88, the distributor must pay ~~to~~the customer \$20.
- (2) A distributor ~~will~~is only ~~be~~liable to make 1 payment ~~of \$20~~, under ~~subclause (1)~~this clause for each written complaint.

**Division 3 — Payment**

**99. Exceptions [was 14.6]**

- (1) A retailer or distributor is not required to make a payment under ~~clauses 14.1 to 14.5~~this Part if events or conditions outside the control of the retailer or distributor caused the retailer or distributor to be liable to make the payment.
- (2) Except in the case of a payment under clauses ~~14.2 95~~ and ~~14.5 97~~, which are required to be made without application by a customer as soon as reasonably practical, a retailer or distributor is not required to make a payment under ~~clauses 14.1 to 14.5~~this Part if the customer fails to apply to the retailer or distributor for the payment within 3 months of the non-compliance by the retailer or distributor.
- (3) ~~Under clauses 14.3 and 14.4~~If clause 96 or 98 applies, a retailer or distributor is not required to make more than 1 payment to each affected supply address per event of non-compliance with the ~~performance standards~~timeframes set out in clause 88.

**Code of Conduct for the Supply of Electricity to Small Use Customers 2022**

**Part 14** Service standard payments

**Division 2** — Obligations particular to distributors

**2"96**

Field Code Changed

- (4) For the purposes of subclause (3), each supply address where a customer receives a bill from a retailer is a separate supply address.

**100. Method of payment [was 14.7]**

- (1) A retailer who is required to make a payment under ~~clauses 14.1, 14.2 or 14.3~~ clause 94, 95 or 96 must do so —
  - (a) by deducting the amount of the payment from the amount due under the customer's next bill; or
  - (b) by paying the amount directly to the customer; ~~or~~
  - ~~(c) as otherwise agreed between the retailer and the customer.~~
- (2) A distributor who is required to make a payment under ~~clauses 14.4 or 14.5~~ clause 97 or 98 must do so —
  - (a) by paying the amount to the customer's retailer who will pass the amount on to the customer in accordance with subclause (1); or
  - (b) by paying the amount directly to the customer; ~~or~~
  - ~~(c) as otherwise agreed between the distributor and the customer.~~
- (3) ~~For the avoidance of doubt, a~~ A payment made under this Part does not affect any rights of a customer to claim damages or any other remedy.

**99101. Recovery of payment [was 14.8]**

- (1) If a retailer or distributor who is required to make a payment to a customer under this Part fails to comply with clause ~~14.7~~ 100 within 30 days ~~of~~ after the date of demand for payment by the customer, or in the case of a payment required to be made under clause ~~14.2(1) or 14.5~~ 95 or 97, within 30 days ~~of~~ after the date of the wrongful disconnection, then the customer may recover the payment in a court of competent jurisdiction as a debt due from the retailer or distributor (as the case may be) to the customer.

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- (2) If a retailer is entitled under clause ~~14.1(2) or 14.2(2)~~ 94(3) or 95(3) to ~~compensation~~ reimbursement of an amount from a distributor, and the distributor fails to ~~pay~~ reimburse the ~~compensation amount to the retailer~~ within 30 days ~~of~~ after the date of a demand for ~~compensation~~ payment by the retailer, then the retailer may recover the ~~compensation amount of the~~ payment in a court of competent jurisdiction as a debt due from the distributor to the retailer.

## Part 15 — Repeal

102. *Code of Conduct for the Supply of Electricity to Small Use Customers 2018*  
**repealed**

The *Code of Conduct for the Supply of Electricity to Small Use Customers 2018* is repealed.

Economic Regulation Authority

## Appendix 3 Table of amendments

| Clause                      |   | Reason for amendment   |
|-----------------------------|---|--|
| Title                       | <b>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</b> <u>2022</u>  |  |
|                             | <a href="#">Approved by the Authority under section 79 of the Act.</a>  |  |
| <b>Part 1 – Preliminary</b> |   |  |
| 4.1<br><u>1</u>             | <b>Title Citation</b><br><del>The Code may be cited as</del> <a href="#">This code is</a> the Code of Conduct for the Supply of Electricity to Small Use Customers <del>2018</del> <u>2022</u> .  | Consistent with the Parliamentary Counsel Office's current drafting style (drafting changes).  |
| 4.2                         | <b>Authority</b><br><del>The Code is made by the Authority under section 79 of the Act.</del>   | This matter is addressed by section 79 of the Act.   |
| 4.3<br><u>2</u>             | <del>The Code</del> <a href="#">This code</a> comes into operation <del>upon the day prescribed by the Authority. as follows —</del><br>(a) <a href="#">clauses 1 and 2 – on the day on which this code is published in the Gazette;</a><br>(b) <a href="#">the rest of the code – on 20 February 2023.</a> | Drafting changes.  |
| 4.4                         | <b>Interpretation</b>   | Drafting changes.  |
|                             | <del>(1) Headings and notes are for convenience or information only and do not affect the interpretation of the Code or any term or condition set out in the Code.</del>  | Section 32 of the <i>Interpretation Act 1984</i> addresses a similar matter. <sup>1</sup>  |
|                             | <del>(2) An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.</del>   | Section 5 (definition of person) of the <i>Interpretation Act 1984</i> addresses a similar matter. <sup>2</sup>  |
|                             | <del>(3) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.</del>   | The Act does not include an express head of power to provide that a reference to a particular document is a reference to that document as amended from time to time. |
|                             | <del>(4) A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.</del>   | Drafting changes.  |
|                             | <del>(5) Other parts of speech and grammatical forms of a word or phrase defined in the Code have a corresponding meaning.</del>  | Section 9 of the <i>Interpretation Act 1984</i> addresses a similar matter. <sup>3</sup>   |
|                             | <del>(6) A reference to an electricity marketing agent arranging a contract is to be read as a reference to</del>   | The Code no longer refers to electricity marketing agents  |

<sup>1</sup> Section 80 of the Act provides that the Code is subsidiary legislation for the purposes of the *Interpretation Act 1984*.

<sup>2</sup> Id.

<sup>3</sup> Section 80 of the Act provides that the Code is subsidiary legislation for the purposes of the *Interpretation Act 1984*.

| Clause   |  | Reason for amendment  |
|----------|--|---|
|          | <del>an electricity marketing agent entering into the contract on the retailer's or customer's behalf, or arranging the contract on behalf of another person (whichever is relevant).</del>  | arranging a contract.   |
| 4.5<br>3 | <p><b>Definitions Terms used</b></p> <p>In <del>this code</del> <u>the Code</u>, unless the contrary intention appears —</p> <p><del>“accumulation meter”</del> has the <del>same</del> meaning as <u>given</u> in <del>clause 1.3 of</del> the Metering Code- <u>clause 1.3</u>;</p> <p><del>“Act” means the Electricity Industry Act 2004.</del></p> <p><u>actual value</u> has the meaning given in the Metering Code <u>clause 1.3</u>;</p> <p><del>“adjustment” means the difference in the amount charged —</del><br/> <del>(a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or</del><br/> <del>(b) under a bill smoothing arrangement based on an estimate carried out in accordance with clauses 4.3(2)(a)–(c),</del><br/> <del>and the amount to be charged as a result of the bill being determined in accordance with clause 4.6(1)(a) provided that the difference is not as a result of a defect, error or default for which the retailer or distributor is responsible or contributed to.</del></p> <p><del>“alternative tariff”, for a customer,</del> means a tariff other than the tariff under which the customer is currently supplied electricity.;</p> <p><del>“amendment date” means 1 July 2014.</del></p> <p><del>“appropriately qualified medical practitioner”</del> means —</p> <p>(a) within the Perth <del>Metropolitan Area</del>, <u>metropolitan area</u> —<br/> (i) a specialist medical practitioner; <u>or</u><br/> (ii) a hospice doctor; <u>or</u><br/> (iii) a <u>medical</u> practitioner working in a specialist department of a hospital; <del>or</del><br/> <u>or</u></p> <p>(b) <del>outside of the Perth Metropolitan Area</del>, <u>otherwise</u> —</p> | <p>Drafting changes.</p> <p>Drafting changes.</p> <p>Drafting changes.</p> <p>Section 44(2) of the <i>Interpretation Act 1984</i> provides that a reference in subsidiary legislation to the Act shall be construed as a reference to the Act under which the subsidiary legislation is made.<sup>4</sup></p> <p>ECCC Final Review Report: recommendation 26</p> <p>ECCC Final Review Report: recommendation 42(d)</p> <p>Drafting changes.</p> <p>The term is no longer used in the Code.</p> <p>ECCC Final Review Report: minor amendment, item A</p> |

<sup>4</sup> Ibid.

| Clause |   | Reason for amendment  |
|--------|---|---|
|        | <p>(i) <u>a specialist medical practitioner; or</u><br/> (ii) <u>a hospice doctor; or</u><br/> (iii) <u>a medical practitioner working in a specialist department of a hospital; or</u><br/> (iv) a doctor or general practitioner <del>if he/she also who works on an occasional basis from at</del> a local hospital or rural health service <del>(whether or not on a full-time basis);</del> <del>or a hospice doctor.</del></p>    |   |
|        | <p><u>AS, followed by a designation, refers to an Australian Standard having that designation that is published by Standards Australia;</u></p>   | <p>Consequential amendment of removing references to “Australian Standard” (and replacing them with “AS” or “AS/NZS”, as applicable).</p> |
|        | <p><u>AS/NZS, followed by a designation, refers to an Australian/New Zealand Standard having that designation that is published jointly by Standards Australia and Standards New Zealand;</u></p>   | <p>Consequential amendment of removing references to “Australian Standard” (and replacing them with “AS” or “AS/NZS”, as applicable).</p> |
|        | <p><del>“attach”</del> has the <del>same</del> meaning <del>as given</del> in the Obligation to Connect Regulations <del>regulation 2;</del></p>  | <p>Drafting changes.</p>  |
|        | <p><del>“Australian Consumer Law (WA)”</del> <del>means schedule 2 to the Competition and Consumer Act 2010 (Cth) as modified by section 36 of</del> <u>has the meaning given in</u> the Fair Trading Act 2010 <del>(WA) section 17(1);</del></p>   | <p>Drafting changes.</p>  |
|        | <p><del>“Australian Standard”</del> <del>means a standard published by Standards Australia.</del></p>   | <p>Consequential amendment of removing references to “Australian Standard” (and replacing them with “AS” or “AS/NZS”, as applicable).</p> |
|        | <p><del>“Authority”</del> <del>means the Economic Regulation Authority established under the Economic Regulation Authority Act 2003.</del></p>  | <p>The term is already defined in the Act.</p>  |
|        | <p><del>“basic living needs”</del> includes <u>payments for</u> —<br/> (a) rent or mortgage; <u>and</u><br/> (b) <del>other</del> utilities (<del>e.g. for example</del>, gas, phone and water); <u>and</u><br/> (c) food and groceries; <u>and</u><br/> (d) transport (including petrol and car expenses); <u>and</u><br/> (e) childcare and school fees; <u>and</u><br/> (f) clothing; and<br/> (g) medical and dental expenses.;</p> | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B1</p>   |
|        | <p><u>bill issue date means the date on which a bill is sent by a retailer to a customer;</u></p>   | <p>ECCC Final Review Report: recommendation 43(b) – with drafting changes.</p>  |
|        | <p><del>“business day”</del> means <del>any a day except other than</del> a Saturday, <u>a</u> Sunday or <u>a</u> public holiday <u>throughout the State;</u></p>   | <p>Drafting changes.</p>  |
|        | <p><del>“call centre”</del> <del>means a dedicated centre that has the</del></p>  | <p>This term is only used in</p>  |

| Clause |   | Reason for amendment  |
|--------|---|---|
|        | <del>purpose of receiving and transmitting telephone calls in relation to customer service operations of the retailer or distributor, as relevant, and consists of call centre staff and 1 or more information technology and communications systems designed to handle customer service calls and record call centre performance information.</del>  | clause 6.10(3)(b)(i). <sup>5</sup> It is unnecessary to define the term in this context.  |
|        | <u>Centrelink</u> means the Commonwealth agency known as Centrelink;  | Clarification.  |
|        | <u>Centrepay</u> means the facility that allows Centrelink customers to have automatic deductions taken from Centrelink payments;   | Clarification.  |
|        | <del>“change in personal circumstances” includes—<br/>(a) sudden and unexpected disability, illness or injury to the residential customer or a dependant of the residential customer;<br/>(b) loss of or damage to property of the residential customer; or<br/>(c) other similar unforeseeable circumstances arising as a result of events beyond the control of the residential customer.</del> | Consequential amendment of ECCC Final Review Report: recommendation 50(c) (the term “change in personal circumstances” is only used in the definition of “payment difficulties”, which has been deleted). |
|        | <del>“Code” means the Code of Conduct for the Supply of Electricity to Small Use Customers 2018 as amended by the Authority under section 79 of the Act.</del>  | The amended Code no longer uses the defined term “Code”. Instead, it uses the words “this code”, consistent with the PCO’s current drafting style.  |
|        | <del>“collective customer” means a customer —<br/>(a) who receives a single bill from the retailer for electricity supplied at two 2 or more supply addresses; or<br/>(b) who is supplied electricity from the same retailer at multiple sites at a single supply address.</del>  | Drafting changes.   |
|        | <del>complaint</del> means an expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, <del>where for</del> <u>which</u> a response or resolution is explicitly or implicitly expected or legally required;   | ECCC advice: minor amendment, item B2   |
|        | <del>“concession” means a concession, rebate, subsidy or grant related to the supply of electricity,</del> available to residential customers only <del>;</del> <u>related to the supply of electricity;</u>  | Drafting changes.   |
|        | <del>“connect” means to attach by way of a physical link to a</del> <u>an electricity</u> network and to energise the link <del>;</del>   | Drafting changes.   |
|        | <del>“consumption” means the amount of electricity supplied by the retailer to the customer’s supply address as recorded by the meter.</del>  | The Act, which also uses the term “consumption”, does not define this term.   |

<sup>5</sup> Clause 46(3)(a) of the amended Code.

| Clause |   | Reason for amendment   |
|--------|---|--|
|        |   | Also, the definition is arguably inconsistent with the use of the term in the Code. The definition provides that consumption is the amount of electricity supplied by the retailer “as recorded by the meter”. However, the Code also uses the term “estimated consumption”. Estimated consumption is not determined as recorded by the meter but based on prescribed assumptions. |
|        | <p><b>“contact”</b> means contact that is —</p> <p>(a) face to face; <u>or</u></p> <p>(b) by telephone; <u>or</u></p> <p>(c) by post, <del>facsimile</del>; <u>or</u></p> <p>(d) <u>by email or other means of electronic means-communication;</u></p>  | <ul style="list-style-type: none"> <li>• Drafting changes.</li> <li>• ECCC advice: minor amendment, item A1</li> </ul>   |
|        | <p><b>“contestable customer”</b> means a customer <del>at an exit point where the amount of electricity transferred at the exit point is more than the amount prescribed under the Electricity Corporations (Proscribed Customers) Order 2007 made to whom the supply of electricity is not restricted</del> under the <i>Electricity Corporations Act 2005</i> <u>section 54</u> <del>or under another enactment dealing with the progressive introduction of customer contestability;</del></p> | <ul style="list-style-type: none"> <li>• Drafting changes.</li> <li>• ECCC advice: minor amendment, item A2</li> </ul>   |
|        | <p><b>“cooling-off period”</b>, <u>in relation to a contract</u>, means the period specified in the contract as the cooling off period;</p>   | Drafting changes.  |
|        | <p><b>“customer”</b> means a <del>customer person</del> —</p> <p>(a) <u>to whom electricity is sold for the purpose of consumption; and</u></p> <p>(b) <u>who consumes not more than 160 MWh of electricity per annum;</u></p>  | Drafting changes.  |
|        | <p><b>customer experiencing financial hardship</b> means a <u>residential customer who has been assessed by a retailer under clause 40 as experiencing financial hardship;</u></p>  | This definition was previously included in clause 6.5.   |
|        | <p><b>“de-energise”</b> means the removal of the supply voltage from <del>the a</del> meter at <del>the a</del> supply address while leaving the supply address attached;</p>   | Drafting changes.  |
|        | <p><b>designated person</b> means —</p> <p>(a) <u>a residential customer; or</u></p> <p>(b) <u>another person named on the account of a residential customer; or</u></p> <p>(c) <u>a former residential customer who owes a debt to the retailer;</u></p>   | ECCC advice: recommendation 19(a)  |
|        | <p><b>“direct debit facility”</b> <del>means a facility offered by a retailer to automatically deduct a payment from a</del></p>  | Consequential amendment of ECCC Final Review   |

| Clause |   | Reason for amendment   |
|--------|---|--|
|        | <del>customer's nominated account and entered into with a customers in accordance with clause 5.3.</del>  | Report: recommendation 45.   |
|        | <p><del>“disconnect” —</del></p> <p><del>(a) means to de-energise the a customer's supply address, other than; but</del></p> <p><del>(b) does not include de-energising a customer's supply address in the event of an interruption;</del></p>  | Drafting changes.  |
|        | <del>disconnection warning</del> means a notice in writing issued in accordance with clause 48(1)(c) or <del>clause</del> 51(2)(d);   | ECCC advice: minor amendment, item B3  |
|        | <del>“Electricity Industry Code” means the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.</del>  | This term was only used in clause 7.7(5) <sup>6</sup> and has been replaced with the full title of the Code. Therefore, the definition is no longer required.  |
|        | <del>“electricity industry ombudsman” means the ombudsman appointed under the scheme initially approved by the Minister or by the Authority for any amendments under section 92 of the Act. Energy and Water Ombudsman Western Australia performing the functions of electricity industry ombudsman under a scheme approved under Part 7 of the Act and an agreement under the Parliamentary Commissioner Act 1971 section 34;</del>  | Drafting changes.  |
|        | <p><del>“electricity marketing agent” means —</del></p> <p>(a) <del>means</del> a person who acts on behalf of a retailer —</p> <p>(i) for the purpose of obtaining new customers for the <del>licensee</del> retailer; or</p> <p>(ii) in dealings with existing customers in relation to contracts for the supply of electricity by the <del>licensee</del> retailer;</p> <p><del>and</del></p> <p><del>(b) — a person who engages in any other activity relating to the marketing of electricity that is prescribed for the purposes of this definition; or</del></p> <p><del>(c)(b) includes</del> a representative, agent or employee of a person referred to in <del>subclause (a) or (b),</del> paragraph (a); but</p> <p><del>(c) does not include a person who is</del> a customer representative or the Housing Authority;</p> | No other activity relating to the marketing of electricity has been prescribed for the purposes of paragraph (b) of the definition. Also, the definition of “electricity marketing agent” in the <i>Gas Marketing Code of Conduct 2017</i> does not include an equivalent paragraph (b). |
|        | <del>“Electricity Generation and Retail Corporation” means the body corporate established as such by the Electricity Corporations Act 2005.</del>   | Consequential amendment. The term is no longer used in the Code as a result of ECCC advice: recommendation 4.  |
|        | <del>“electronic means” means the internet, email, facsimile, SMS or other similar means but does not include telephone.</del>  | The term is no longer used in the Code.  |

<sup>6</sup> Clause 84(2)(b) of the amended Code.

| Clause |   | Reason for amendment   |
|--------|---|--|
|        | <p><b>“emergency”</b> means <del>an emergency due to</del> the actual or imminent occurrence of an event <del>which</del> <u>that —</u></p> <p>(a) in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in <del>Western Australia</del> <u>the State</u>; or</p> <p>(b) <del>which</del> destroys or damages, or threatens to destroy or damage, any property in <del>Western Australia</del> <u>the State</u>;</p>   | Drafting changes.  |
|        | <p><b>“energise”</b> has the <del>same</del> meaning <u>as given</u> in the Obligation to Connect Regulations- <u>regulation 2</u>;</p>   | Drafting changes.  |
|        | <p><b>“energy data”</b> has the <del>same</del> meaning <u>as given</u> in the Metering Code- <u>clause 1.3</u>;</p>  | Drafting changes.  |
|        | <p><del>“export” means the amount of electricity exported into the distributor’s network as recorded by the meter.</del></p>  | <p>The definition is arguably inconsistent with the use of the term in the Code. The definition provides that consumption is the amount of electricity exported “as recorded by the meter”. However, the amended Code also uses the term “estimated export”.</p> <p>Also see reasons for deleting the definition of “consumption”.</p> |
|        | <p><u><b>family violence</b> has the meaning given in the Restraining Orders Act 1997 section 5A;</u></p>   | ECCC Final Review Report: recommendation 104   |
|        | <p><b>“financial hardship”</b>, <u>in relation to a residential customer</u>, means a state of <del>more than immediate long-term</del> financial disadvantage <u>as a result of</u> which <del>results in a residential</del> <u>the</u> customer <del>being is</del> unable to pay an outstanding amount as required by a retailer without affecting the <u>customer’s</u> ability to meet the basic living needs of the <del>residential</del> customer or a dependant of the <del>residential</del> customer.;</p>  | ECCC Final Review Report: recommendation 49(a) – with drafting changes.  |
|        | <p><b>“Housing Authority”</b> means the body corporate <del>in existence pursuant to section 6 of</del> <u>established under</u> the <del>Housing Act 1980-</del> <u>section 6</u>;</p>   | Drafting changes.  |
|        | <p><del>“instalment plan” means an arrangement between a retailer and a customer to assist the customer to remain connected, reduce its arrears and minimise the risk of the customer getting into further debt where the customer pays in arrears or in advance and continued usage on its account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account the customer’s capacity to pay. It does not include customers using an instalment plan as a matter of convenience or for flexible budgeting purposes.</del></p> | <p>The term “instalment plan” has been replaced with “payment plan” and is defined in clause 4 of the amended Code. The new definition amalgamates the definition in clause 1.5 and the description of instalment plan in clause 6.4(1)(b).</p>  |
|        | <p><b>“interruption”</b> —</p> <p>(a) means the temporary unavailability of supply <u>of</u></p>  | Drafting changes.<br>Includes ECCC advice:   |

| Clause |   | Reason for amendment                                 |
|--------|---|--|
|        | <p><a href="#">electricity</a> from the distribution network to a <del>customer</del>; <a href="#">supply address</a>; but<br/>(b) does not include <a href="#">a</a> disconnection under Part 7<del>;</del></p>  | minor amendment, item B4                             |
|        | <p><del>“interval meter”</del> has the <del>same</del> meaning <del>as given</del> in the Metering Code<del>;</del> <a href="#">clause 1.3</a>;</p>   | Drafting changes.                                    |
|        | <p><del>“life support equipment”</del> means <del>the specified</del> equipment <del>designated</del> under the Life Support Equipment Electricity Subsidy Scheme<del>;</del> <del>as administered by the department of the Public Service principally assisting in the administration of the Taxation Administration Act 2003</del> immediately before 1 January 2023;</p>   | ECCC advice: minor amendment, item B5                |
|        | <p><a href="#">life support equipment address</a> means <a href="#">a supply address registered under Part 11</a>;</p>  | Drafting changes, B6                                 |
|        | <p><del>“marketing” includes engaging or attempting to engage in any of the following activities by any means, including door to door or by telephone or other electronic means—</del><br/>(a) <del>negotiations for, or dealings in respect of, a contract for the supply of electricity to a customer; or</del><br/>(b) <del>advertising, promotion, market research or public relations in relation to the supply of electricity to customers.</del></p>   | The term is already defined in the Act. <sup>7</sup> |
|        | <p><del>“meter”</del> has the <del>same</del> meaning <del>as given</del> in the Metering Code<del>;</del> <a href="#">clause 1.3</a>;</p>  | Drafting changes.                                    |
|        | <p><del>“metering data agent” means a person responsible for reading the meter on behalf of the distributor.</del> <a href="#">has the meaning given in the Metering Code clause 1.3</a>;</p>   | ECCC Final Review Report: minor amendment, item B    |
|        | <p><del>“metrology procedure”</del> has the <del>same</del> meaning <del>as given</del> in the Metering Code<del>;</del> <a href="#">clause 1.3</a>;</p>  | Drafting changes.                                    |
|        | <p><del>“metropolitan area”</del> means —<br/>(a) <del>the region described in Schedule 3 of the Planning and Development Act 2005;</del> <a href="#">the Perth metropolitan area</a>; <del>and</del><br/>(b) the local government district of Mandurah; <del>and</del><br/>(c) the local government district of Murray; <del>and</del><br/>(d) the townsites, as constituted under <del>section 26 of the Land Administration Act 1997</del> <a href="#">section 26</a>, of —<br/>(i) Albany; <del>and</del><br/>(ii) Bunbury; <del>and</del><br/>(iii) Geraldton; <del>and</del><br/>(iv) Kalgoorlie; <del>and</del><br/>(v) Karratha; <del>and</del><br/>(vi) Port Hedland; <del>and</del><br/>(vii) South Hedland<del>;</del></p> | Drafting changes.                                    |

<sup>7</sup> Section 44(1) of the *Interpretation Act 1984* provides that words and expressions used in subsidiary legislation shall have the same respective meanings as in the written law under which the subsidiary legislation is made.

| Clause |  | Reason for amendment  |
|--------|--|---|
|        | <p><del>“National Interpreter Symbol”</del> means the national public information symbol “Interpreter Symbol” (with text) developed by <a href="#">the State of Victoria</a> in partnership with the Commonwealth, State and Territory governments in accordance with <del>Australian Standard AS 2342-1992</del>;</p>   | <ul style="list-style-type: none"> <li>• Drafting changes.</li> <li>• Consequential amendment of removing references to “Australian Standard” (and replacing them with “AS” or “AS/NZS”, as applicable).</li> </ul> |
|        | <p><del>“non-standard contract”</del> means a contract entered into between a retailer and a customer, or a class of customers, that is not a standard form contract. <a href="#">has the meaning given in section 47 of the Act</a>;</p>  | Drafting changes.   |
|        | <p><del>“Obligation to Connect Regulations”</del> means the <i>Electricity Industry (Obligation to Connect) Regulations 2005 (WA)</i>;</p>   | Drafting changes.   |
|        | <p><del>“overcharging”</del> means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with <del>clause 4.6(1)(a) as a —</del></p> <p><a href="#">(a) includes the overcharging of a customer as the result of —</a></p> <p><a href="#">(i) result of some an error, defect, error</a> or default for which the retailer or distributor is responsible <del>or contributed to, but does not include (including when a meter is found to be defective)</del>; or</p> <p><a href="#">(ii) an adjustment, the retailer basing a bill or bills on estimated energy data that is greater than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by a person employed or appointed by the distributor that passes the validation processes in Appendix 2 of the Metering Code;</a></p> <p><a href="#">but</a></p> <p><a href="#">(b) does not include an amount charged in accordance with a bill smoothing arrangement;</a></p> | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendations 40(c) and 42(b)</li> <li>• ECCC advice: minor amendment, item A3</li> </ul>  |
|        | <p><del>“payment difficulties”</del> means a state of immediate financial disadvantage that results in a residential customer being unable to pay an outstanding amount as required by a retailer by reason of a change in personal circumstances.</p>   | ECCC Final Review Report: recommendation 50(c)  |
|        | <p><a href="#">payment plan</a> has the meaning given in <a href="#">clause 4</a>;</p>   | The term “payment plan” replaces the term “instalment plan”.  |
|        | <p><del>“payment problems”</del> includes, <del>without limitation,</del> payment problems relating to a historical debt.</p>  | Drafting changes.   |
|        | <p><del>“premises”</del> means premises owned or occupied by a new or existing customer.</p>   | The term is used in the Act but not defined. It is unnecessary to define the term in the Code.  |

| Clause |   | Reason for amendment   |
|--------|---|--|
|        | <u><a href="#">Perth metropolitan area</a> means the region described in the <i>Planning and Development Act 2005</i> Schedule 3;</u>   | Consequential amendment of the drafting changes made to the definition of “metropolitan area”.                   |
|        | <del>“pre-payment meter”</del> means a meter that requires a customer to pay for the supply of electricity <del>prior to</del> <u>before</u> consumption;   | Drafting changes.  |
|        | <u><a href="#">protected period</a> means –</u><br><u>(a) a Monday, Tuesday, Wednesday or Thursday after 3 pm; or</u><br><u>(b) a Friday after 12 noon; or</u><br><u>(c) a Saturday, a Sunday or a public holiday throughout the State; or</u><br><u>(d) a business day immediately before a public holiday throughout the State;</u>   | Drafting changes.<br>The <i>National Energy Retail Rules</i> also use the term protected period.                 |
|        | <del>“public holiday” means a public holiday in Western Australia.</del>  | The term is already defined in the <i>Interpretation Act 1984</i> . <sup>8</sup>                                 |
|        | <del>“re-certification” means confirmation from an appropriately qualified medical practitioner that a person residing at the customer’s supply address continues to require life support equipment.</del>  | The term is no longer used in the Code.  |
|        | <del>“recharge facility”</del> means a facility where a pre-payment meter customer can purchase credit for <del>the a</del> <u>a</u> pre-payment meter <del>;</del>   | Drafting changes.  |
|        | <del>“regional area”</del> means <del>all areas</del> <u>an area</u> in <del>Western Australia</del> <u>the State</u> other than the metropolitan area <del>;</del>   | Drafting changes.  |
|        | <del>“Regional Power Corporation”</del> means the body corporate established as such by the <i>Electricity Corporations Act 2005</i> .  | Consequential amendment.<br>The term is no longer used in the Code as a result of ECCC advice: recommendation 4. |
|        | <del>“relevant consumer representative”</del> <u>—</u><br><u>(a) means a person who may reasonably be expected to represent the interests of residential customers who are experiencing —</u><br><u>(i) payment difficulties in paying their bills or purchasing credit for the recharge of a pre-payment meter; or</u><br><u>(ii) financial hardship;</u><br>and<br><u>(b) includes financial counsellors;</u> | ECCC advice: minor amendment, item A4  |
|        | <u><a href="#">relevant standard</a>, in relation to a retailer or a distributor,</u>   | Drafting changes. <sup>9</sup>   |

<sup>8</sup> Section 80 of the Act provides that the Code is subsidiary legislation for the purposes of the *Interpretation Act 1984*.

<sup>9</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B7

| Clause |   | Reason for amendment  |
|--------|---|---|
|        | <a href="#">has the meaning given in clause 81</a> ;  |   |
|        | <del>“reminder notice” means a notice in writing issued in accordance with <a href="#">has the meaning given in</a> clause <del>7.4</del> 48(1)(a);</del>   | Drafting changes.   |
|        | <del>“reporting year” means a year commencing on 1 July and ending on 30 June.</del>  | The term is no longer used in the Code.   |
|        | <del>“residential pre-payment meter customer” means a <a href="#">residential</a> customer who has a pre-payment meter operating at the customer’s supply address <del>and who consumes electricity solely for domestic use</del>;</del>  | Drafting changes.   |
|        | <del>“resolved”, in relation to a complaint, means <del>the that —</del> (a) a decision or determination <a href="#">has been</a> made by the retailer or distributor (as relevant) with respect to the complaint, <del>where; and</del> (b) <a href="#">in making the decision or determination</a>, the retailer or distributor, <del>having had</del> regard to the nature and particular circumstances of the complaint, <del>has</del> <a href="#">and</a> used all reasonable steps to ensure the best possible approach to addressing the complaint;</del> | Drafting changes.   |
|        | <del><a href="#">shortened billing cycle —</a> (a) <a href="#">means a billing cycle that is shorter than a customer’s standard billing cycle; but</a> (b) <a href="#">does not include a billing cycle agreed under clause 19(3)</a>;</del>  | ECCC advice: minor amendment, item A5   |
|        | <del>“standard form contract” means a contract that is approved by the Authority under <a href="#">has the meaning given</a> in section <del>54</del> 47 of the Act ...</del>   | Drafting changes.   |
|        | <del>... or prescribed by the Minister under section 55 of the Act prior to its repeal;</del>   | There are no customers on a contract that is prescribed by the Minister under section 55 of the Act.  |
|        | <del>“telephone” means a device which is used to transmit and receive voice frequency signals.</del>  | It is unnecessary to define this term in the Code.  |
|        | <del>“temporary suspension of actions” means a situation where a retailer temporarily suspends all disconnection and debt recovery procedures without entering into an alternative payment arrangement under clause 6.4(1).</del>   | Consequential amendment of ECCC Final Review Report: recommendation 51(b).  |
|        | <del>“TTY” means a teletypewriter.</del>  | Consequential amendment of ECCC Final Review Report: recommendation 4.  |
|        | <del>“Type 7” has the same meaning as in the Metering Code.</del>   | The term is no longer used in the Code.   |
|        | <del>“undercharging” — (a) includes <a href="#">the undercharging of a customer that is the result of</a>, <del>without limitation —</del> (a) <del>the failure to issue a bill in accordance with clause</del></del>   | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendations 39(d) and 42(c)</li> <li>• ECCC advice: minor</li> </ul> |

| Clause |   | Reason for amendment  |
|--------|---|---|
|        | <p><del>4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or</del></p> <p><del>(b) the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some</del></p> <p><u>(i) an error, defect, error or default for which the retailer or distributor is responsible or contributed to, but does not include (including when a meter is found to be defective); or</u></p> <p><u>(ii) an adjustment. the retailer basing a bill or bills on estimated energy data that is less than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by a person employed or appointed by the distributor that passes the validation processes in Appendix 2 of the Metering Code; or</u></p> <p><u>(iii) a failure to issue a bill to a customer;</u></p> <p><u>but</u></p> <p><u>(b) does not include an amount charged in accordance with a bill smoothing arrangement;</u></p> | <p>amendment, item A6</p>   |
|        | <p><del>“unsolicited consumer agreement” is defined in section 69 of</del> <u>has the meaning given in</u> the Australian Consumer Law (WA); <del>section 69;</del></p>   | <p>Drafting changes.</p>  |
|        | <p><u>verifiable confirmation</u> means confirmation that is given to a retailer or electricity marketing agent —</p> <p><u>(a) expressly; and</u></p> <p><u>(b) in writing or orally; and</u></p> <p><u>(c) by a customer or a nominated person competent to give the confirmation on the customer’s behalf;</u></p>   | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 11(b)</li> <li>• ECCC advice: minor amendment, item B8</li> </ul> |
|        | <p><del>“verifiable consent”</del> means consent that is given to a retailer or electricity marketing agent —</p> <p><u>(a) expressly; and</u></p> <p><u>(b) in writing or orally; and</u></p> <p><del>(c) after the retailer or electricity marketing agent (whichever is relevant) has in plain language appropriate to that customer disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and</del></p> <p><del>(d)(c)</del> <u>by the a customer or a nominated person competent to give the consent on the customer’s behalf; and</u></p> <p><u>(d) after the retailer or electricity marketing agent (whichever is relevant) has, in plain language appropriate to the customer, disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used;</u></p>   | <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B9</p>  |

| Clause |   | Reason for amendment   |
|--------|---|--|
|        | <p><b><u>vulnerable customer</u></b> means a designated person —</p> <p>(a) <u>who has advised the retailer that they are affected by family violence; or</u></p> <p>(b) <u>who the retailer has reason to believe is affected by family violence.</u></p> <hr/> <p><u>Note for this clause:</u></p> <p><u>A term used in this code has the same meaning as it has in the <i>Electricity Industry Act 2004</i>. See the <i>Electricity Industry Act 2004</i> sections 3 and 78 in particular, and the <i>Interpretation Act 1984</i> section 44.</u></p>  | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 105 – with drafting changes.</li> <li>• ECCC advice: recommendation 19(a)</li> </ul> <hr/> <p>Clarification.</p> <p>Consequential amendment of ECCC recommendation 19(a)</p>   |
| 4      | <p><b><u>Payment plans</u></b></p> <p>(1) <u>For the purposes of this code, a <b>payment plan</b> is an interest-free and fee-free plan or other arrangement between a retailer and a residential customer under which the customer is allowed to pay a bill, any arrears or a charge (including a disconnection or reconnection charge) by 2 or more instalments while continuing consumption of electricity.</u></p> <p>(2) <u>In subclause (1), a fee includes any fee or charge associated with the establishment or operation of a payment plan that would not otherwise be payable if the residential customer had not entered into the payment plan.</u></p>   | <ul style="list-style-type: none"> <li>• The term “instalment plan” has been replaced with “payment plan” and is now defined in clause 4 of the amended Code. The new definition amalgamates the current definition of “instalment plan” in clause 1.5 and the description in clause 6.4(1)(b).</li> <li>• Includes ECCC advice: minor amendment, item B11</li> <li>• ECCC advice: recommendation 2</li> </ul> |
| 5      | <p><b><u>Provision of information to customers</u></b></p> <p>(1) <u>In this clause —</u></p> <p><b><u>designated entity</u></b> means —</p> <p>(a) <u>a retailer; or</u></p> <p>(b) <u>a distributor; or</u></p> <p>(c) <u>an electricity marketing agent.</u></p> <p>(2) <u>If this code requires a designated entity to give or provide information to a customer on request, the designated entity may satisfy this requirement by —</u></p> <p>(a) <u>referring the customer —</u></p> <p>(i) <u>to the information on a retailer’s or distributor’s website (as the case requires); or</u></p> <p>(ii) <u>subject to subclause (4), to a mobile application or an electronic communication portal where the information may be obtained;</u></p> <p><u>or</u></p> <p>(b) <u>providing a copy of the information to the customer.</u></p> <p>(3) <u>The designated entity must provide a copy of the information to the customer if the customer requests a copy.</u></p> <p>(4) <u>A designated entity may rely on subclause (2)(a)(ii) only if the designated entity, when referring a customer to the mobile application or portal, advises</u></p> | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 2</li> <li>• ECCC advice: recommendation 3</li> <li>• ECCC advice: minor amendment, item B12 and B13</li> </ul>  |

| Clause |  | Reason for amendment  |
|--------|--|---|
|        | <p><a href="#">the customer that the customer is also entitled to be provided with a copy of the information by the designated entity.</a></p> <p><a href="#">(5) This clause does not limit any other provision of this code relating to the provision of information.</a></p>  |   |
| 1.6    | <p><b>Application</b><br/> <del>Subject to clause 1.10, the Code applies to—</del><br/> <del>(a) retailers;</del><br/> <del>(b) distributors; and</del><br/> <del>(c) electricity marketing agents,</del><br/> <del>in accordance with Part 6 of the Act.</del></p>  | Not required.   |
| 1.7    | <p><b>Purpose</b><br/> <del>The Code regulates and controls the conduct of electricity marketing agents, retailers and distributors.</del></p>   | This matter is addressed in section 79(2) of the Act.   |
| 1.8    | <p><b>Objectives</b><br/> <del>The objectives of the Code are to—</del><br/> <del>(a) define standards of conduct in the supply and marketing of electricity to customers; and</del><br/> <del>(b) protect customers from undesirable marketing conduct.</del></p>   | This matter is addressed in section 79(2) of the Act.   |
| 1.9    | <p><b>Amendment &amp; Review</b><br/> <del>The process for amendment and review of the Code is set out in Part 6 of the Act.</del></p>   | This matter is addressed in Part 6 of the Act.  |
| 6      | <p><b><u>Variations relating to standard form contracts</u></b></p> <p><a href="#">(1) A retailer and a customer may agree that the following clauses do not apply, or are amended in their application, to a standard form contract —</a><br/> <a href="#">(a) clause 18(2);</a><br/> <a href="#">(b) clause 38(1);</a><br/> <a href="#">(c) clause 53;</a><br/> <a href="#">(d) clause 86(2)</a><br/> <a href="#">(e) clause 100(1);</a><br/> <a href="#">(f) clause 100(2).</a></p> <p><a href="#">(2) An agreement under subclause (1) may be a written or a verbal agreement.</a></p> | <ul style="list-style-type: none"> <li>ECC Final Review Report: recommendation 5(c)<br/> Clause 6(1) of the amended Code does not include a reference to: <ul style="list-style-type: none"> <li>Clause 5.4 (now 35):<br/> The amended wording of clause 5.4 clarifies that the retailer may accept a payment in advance of less than \$20 at any time.</li> <li>Clause 6.4(3)(b): The words “at least 5 business days before” have been replaced with “within 5 business days after” in clause 6.4(3)(b). Therefore, there is no longer any need for customers to contract out of clause 6.4(3)(b) to ensure their amended payment plan takes effect immediately.</li> </ul> </li> <li>ECCC advice: minor</li> </ul> |

| Clause            |  | Reason for amendment  |
|-------------------|--|---|
|                   |  | amendment, item B14   |
| <p>4.10<br/>7</p> | <p><b>Variation from the Code</b><br/> <b>Variations relating to non-standard contracts</b><br/> (1) A retailer and a customer may agree that the following clauses <del>(marked with an asterisk throughout)</del> do not apply, or are <del>to be</del> amended in their application, <del>in</del> <b>to</b> a non-standard contract —<br/> (a) <u>clause 18(2)</u>;<br/> <del>(a)(b)</del> <u>clause 4.419</u>;<br/> <del>(b)(c)</del> <u>clause 4.220</u>;<br/> (d) <u>clause 21(1) to (6)</u>;<br/> <del>(e)(e)</del> <u>clause 5.433</u>;<br/> <del>(d)(f)</del> <u>clause 5.234</u>;<br/> <del>(e)(g)</del> <u>clause 5.435</u>;<br/> <del>(f)(h)</del> <u>clause 5.738</u>; <b>and</b><br/> <del>(g)(i)</del> <u>clause 8.453</u>;<br/> (j) <u>clause 86(2)</u>;<br/> (k) <u>clause 100(1)</u>;<br/> (l) <u>clause 100(2)</u>.<br/> (2) <u>An agreement under subclause (1) may be a written or a verbal agreement.</u></p> | <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 5(b)<br/> Clause 7(1) of the amended Code does not include reference to clause 6.4(3)(b) because the words “at least 5 business days before” have been replaced with “within 5 business days after”. Therefore, there is no longer any need for customers to contract out of clause 6.4(3)(b) to ensure their amended payment plan takes effect immediately.</li> <li>ECCC advice: minor amendment, item B15</li> </ul> |
| Part 2            | <p><b>NOTE:- Note for this Part:</b><br/> This <b>Code code</b> is not the only compliance obligation in relation to marketing. Other State and <b>Federal Commonwealth</b> laws apply to marketing activities, including <del>but not limited to</del> the <i>Fair Trading Act 2010 (WA)</i>, the <i>Spam Act 2003 (Cth Commonwealth)</i>, the <i>Spam Regulations 2004 2021 (Cth Commonwealth)</i>, the <i>Do Not Call Register Act 2006 (Cth Commonwealth)</i>, the <i>Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2007 (Cth) 2017 (Commonwealth)</i> and the <i>Privacy Act 1988 (Cth Commonwealth)</i>.</p>  | <p>Drafting changes.<br/> Includes ECCC advice: minor amendment, item B16</p>   |
| Division 1        | <p><b>Retailer obligations</b> <del>Obligations particular to retailers</del></p>  | <p>ECCC advice: minor amendment, item B17</p>   |
| 2.4<br>8          | <p><b>Retailers <del>to</del> <b>must</b> ensure electricity marketing agents comply with <del>this</del> Part</b></p>   | <p>Drafting changes.</p>  |
| 2.2-9             | <p><b>Entering into <del>a</del> standard form contract</b></p>  | <p>Drafting change.</p>   |
| 2.2(1)<br>9(1)    | <p>When <del>entering a retailer and a customer enter</del> into a standard form contract ...<br/> ... that is not an unsolicited consumer agreement, <del>a</del> <b>the</b> retailer or <del>an</del> electricity marketing agent must —<br/> (a) record the date <b>on which</b> the standard form contract was entered into; <del>and</del><br/> (b) <del>give,</del> or make available to the customer, <del>at</del> no charge, a copy of the standard form contract —<br/> (i) <u>if the standard form contract is entered into by</u></p>  | <p>ECCC advice: minor amendment B18<br/> Drafting changes.<br/> Drafting changes.<br/> Drafting changes.<br/> Includes ECCC advice:</p>   |

| Clause                                   |  | Reason for amendment   |
|--|--|--|
|  | <p><u>telephone — as soon as possible, but not more than 5 business days, after the standard form contract is entered into; or</u></p> <p><del>(i)(ii) otherwise — at the time the standard form contract is entered into, if the standard form contract was not entered into over the telephone; or</del></p> <p><del>(ii) — as soon as possible, but not more than 5 business days after the standard form contract was entered into, if the standard form contract was entered into over the telephone.</del></p>   | minor amendment, item B19  |
| <p><del>2.2(2)</del><br/><u>9(2)</u></p> | <p><del>Subject to Unless</del> subclause (3) <u>applies, if a customer enters into a standard form contract with a retailer, ...</u></p> <p>... <del>a the</del> retailer or <u>an</u> electricity marketing agent must give the following information to <del>a the</del> customer ...</p> <p>... <del>no later than on or with</del> <u>before or at the time of giving</u> ...</p> <p>... the customer's <del>first</del> <u>1<sup>st</sup></u> bill —</p> <p>(a) how the customer may obtain —</p> <p>(i) a copy of <del>the Code</del> <u>this code</u>; and</p> <p>(ii) details <del>on of</del> all relevant tariffs, fees, charges, alternative tariffs and service levels that may</p> | <p>Clarification.</p> <p>The amendment is different from ECCC Final Review Report: recommendation 6 which was to include the words “if a customer enters into a contract described in subclause (1)” – consistent with clause 2.2(2) of the <i>Gas Marketing Code of Conduct 2017</i>. The words included in the Gas Marketing Code are incorrect. They were inserted during the last review of the Gas Marketing Code as part of other changes made to the clause. However, they are inconsistent with previous versions of the Gas Marketing Code which required the information to be provided with all standard form contracts; not only those that are not unsolicited consumer agreements. It is also inconsistent with clause 2.3(2) of the Code which requires equivalent information to be provided with all non-standard contracts (not only those that are not unsolicited agreements).</p> <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 6</p> <p>Drafting changes.</p> |

| Clause                                    |   | Reason for amendment  |
|---|---|---|
|   | <p>apply to the customer;</p> <p>(b) the scope of <del>the Code</del> <u>this code</u>;</p> <p>(c) that <del>a retailer</del> <u>retailers</u> and electricity marketing <del>agent</del> <u>agents</u> must comply with <del>the Code</del> <u>this code</u>;</p> <p>(d) how the retailer may assist if the customer is experiencing <del>payment difficulties or financial hardship</del> <u>problems paying a bill</u>;</p> <p>(e) <del>with respect to in the case of</del> a residential customer; <del>the concessions that may apply to the residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about their eligibility to receive those concessions</del>;</p> <p>(f) the <del>relevant</del> distributor's 24-hour telephone number for faults and emergencies;</p> <p>(g) <del>with respect to in the case of</del> a residential customer ...</p> <p>... <del>, how the residential customer may access the retailer's —</del></p> <p>(i) <del>multi-lingual services (in languages reflective of the retailer's customer base)</del> <u>the telephone number for interpreter services, identified by the National Interpreter Symbol</u>; and</p> <p>(ii) <del>TTY services</del> <u>the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment</u>;</p> <p>(h) how to make an enquiry of, or complaint to, the retailer; <del>and</del></p> <p>(i) general information on the safe use of electricity.</p> | <p>ECCC Final Review Report: recommendation 50(d)</p> <p>ECCC Final Review Report: recommendation 7</p> <p>Drafting changes. ECCC advice, minor amendment, item B20</p> <p>ECCC Final Review Report: recommendation 8</p> <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 8</li> <li>• ECCC Final Review Report: minor amendment, item C</li> </ul> <p>ECCC Final Review Report: recommendation 4</p> <p>Drafting change.</p> |
| <p><del>2.2(3)</del><br/><u>9(3)</u></p>  | <p><del>For the purposes of subclause (2), a</del> <u>A</u> retailer or <u>an</u> electricity marketing agent is <del>taken to have given the customer the not</del> required <u>to give the</u> information <u>set out in subclause (2) to a customer</u> if —</p> <p>(a) the retailer or <u>an</u> electricity marketing agent has <del>provided</del> <u>given</u> the information to <del>that</del> <u>the</u> customer within the preceding 12 months; or</p> <p>(b) the retailer or <u>an</u> electricity marketing agent has informed the customer how the customer may obtain the information; <del>unless and</del> the customer <del>requests</del> <u>has not requested</u> to <u>receive be given</u> the information.</p>   | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B21</p>  |
| <p><del>2.3</del><u>10</u></p>            | <p><b>Entering into a non-standard contract</b></p>   | <p>Drafting change.</p>   |
| <p><del>2.3(1)</del><br/><u>10(1)</u></p> | <p>When <u>entering a retailer and a customer enter</u> into a non-standard contract that is not an unsolicited consumer agreement, <u>a the</u> retailer or <u>an</u> electricity marketing agent must —</p>   | <p>Drafting changes.</p>  |

| Clause  |  | Reason for amendment  |
|---|--|---|
|   | <p>(a) obtain and make a record of the customer's verifiable consent <del>that to entering into</del> the non-standard contract <del>has been entered into;</del> and</p> <p>(b) give<del>r</del> or make available to the customer<sub>1</sub> at no charge, a copy of the non-standard contract —</p> <p><u>(i) if the non-standard contract is entered into by telephone — as soon as possible, but not more than 5 business days, after the non-standard contract is entered into; or</u></p> <p><del>(+)(ii) otherwise — at the time the non-standard contract is entered into, if the non-standard contract was not entered into over the telephone; or</del></p> <p><del>(ii) — as soon as possible, but not more than 5 business days after the non-standard contract was entered into, if the non-standard contract was entered into over the telephone.</del></p>  | <p>ECCC Final Review Report: recommendation 9</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B22</p>  |
| <p><del>2.3(2)</del><br/><u>10(2) and (3)</u></p> | <p>(2) Before <del>entering a retailer enters</del> into a non-standard contract <del>with a customer</del>, ...</p> <p>... <del>a the</del> retailer or <del>an</del> electricity marketing agent must give the customer the following information —</p> <p><u>(a) if the retailer is required to offer to supply electricity to the customer under a standard form contract —</u></p> <p><u>(i) a statement that the customer is able to choose the standard form contract offered by the retailer; and</u></p> <p><u>(ii) details of the difference between the non-standard contract and the standard form contract;</u></p> <p><u>(b) if the customer is a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about their eligibility to receive those concessions;</u></p> <p><del>(a)(c)</del> details of any right the customer may have to rescind the non-standard contract during <del>a the</del> cooling-off period and the charges that may apply if the customer rescinds the non-standard contract<del>r</del>;</p> <p><u>(3) Unless subclause (4) applies, if a customer enters into a non-standard contract with a retailer, the retailer or an electricity marketing agent must give the following information to the customer before or at the time of giving the customer's 1<sup>st</sup> bill —</u></p> <p><del>(b)(a)</del> how the customer may obtain —</p> <p>(i) a copy of <del>the Code</del> <u>this code</u>; and</p> <p>(ii) details <del>on of</del> all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;</p> | <p>ECCC advice: minor amendment, item B23</p> <p>Drafting changes.</p> <p>ECCC advice: recommendation 4</p> <p>ECCC Final Review Report: recommendations 7 and 10 – with drafting changes.<br/>Includes ECCC advice: minor amendment, item B24</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B25</p> <p>ECCC Final Review Report: recommendation 10 – with drafting changes</p> <p>Drafting changes.</p> |

| Clause  |   | Reason for amendment  |
|---|---|---|
|   | <p><del>(e)</del>(b) the scope of <del>the Code</del> <u>this code</u>;</p> <p><del>(d)</del>(c) that <del>a retailer</del> <u>retailers</u> and electricity marketing <del>agent</del> <u>agents</u> must comply with <del>the Code</del> <u>this code</u>;</p>  |   |
|   | <p><del>(e)</del>(d) how the retailer may assist if the customer is experiencing <del>payment difficulties or financial hardship</del> <u>problems paying a bill</u>;</p>   | ECCC Final Review Report: recommendation 50(d)  |
|   | <p><del>(f)</del> <del>with respect to a residential customer, the concessions that may apply to the residential customer;</del></p>  | A similar matter is now addressed in clause 10(2)(a) of the amended Code.   |
|   | <p><del>(g)</del>(e) the <del>relevant</del> distributor's 24-hour telephone number for faults and emergencies;</p>   | Drafting change. ECCC advice, minor amendment, item B26   |
|   | <p><del>(h)</del>(f) <del>with respect to</del> <u>in the case of</u> a residential customer, <del>how the residential customer may access the retailer's</del> —</p>   | ECCC Final Review Report: recommendation 8  |
|   | <p>(i) <del>multi-lingual services (in languages reflective of the retailer's customer base)</del> <u>the telephone number for interpreter services, identified by the National Interpreter Symbol</u>; and</p>   | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 8</li> <li>• ECCC Final Review Report: minor amendment, item C</li> </ul> |
|   | <p>(ii) <del>TTY services</del> <u>the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment</u>;</p>  | ECCC Final Review Report: recommendation 4  |
|   | <p><del>(i)</del>(g) how to make an enquiry of, or complaint to, the retailer; <del>and</del></p> <p><del>(j)</del>(h) general information on the safe use of electricity.</p>  | Drafting change.  |
| <p><del>2.3(3)</del><br/><del>10(4)</del></p> | <p><del>For the purposes of subclauses (2)(b)-(j), a</del> <u>A</u> retailer or electricity marketing agent is <del>taken to have given the customer the not</del> required <u>to give the</u> information <u>set out in subclause (3) to a customer</u> if —</p> <p>(a) the retailer or <u>an</u> electricity marketing agent has <del>provided</del> <u>given</u> the information to <del>that</del> <u>the</u> customer within the preceding 12 months; or</p> <p>(b) the retailer or <u>an</u> electricity marketing agent has informed the customer how the customer may obtain the information, <del>unless and</del> the customer <del>requests</del> <u>has not requested</u> to <u>receive be given</u> the information.</p> | Drafting changes. Includes ECCC advice: minor amendment, item B27   |
| <p><del>2.3(4)</del></p>                      | <p><del>Before arranging a non-standard contract, the Electricity Generation and Retail Corporation or Regional Power Corporation, or an electricity marketing agent acting on behalf of it, must give a customer the following</del></p>   | A similar matter is now addressed in clause 10(2)(a) of the amended Code. <sup>10</sup><br>ECCC advice  |

<sup>10</sup> The deletion of clause 2.3(4) has made ECCC advice: minor amendment, item B20 redundant.

| Clause                                       |   | Reason for amendment   |
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|  | <p>information —</p> <p><del>(a) that the customer is able to choose the standard form contract offered by the relevant retailer; and</del></p> <p><del>(b) the difference between the non-standard contract and the standard form contract.</del></p>  | recommendation 4   |
| <p><del>2.3(5)</del></p> <p><u>10(5)</u></p> | <p><del>Subject to subclause (3), a <u>A</u> retailer or electricity marketing agent must obtain the customer's verifiable <del>consent</del> <u>confirmation</u> that the information <u>referred to</u> in <del>clause 2.3(2) and 2.3(4)</del> <u>subclause (2) (if applicable)</u> has been given.</del></p>   | ECCC Final Review Report: recommendation 11(a) – with drafting changes   |
| <p><del>2.4(1)</del></p> <p><u>11(1)</u></p> | <p>A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers <u>of the retailer</u> and <u>that</u> any prices that exclude concessions are disclosed.</p>   | Drafting changes.  |
| <p><del>2.4(2)</del></p> <p><u>11(2)</u></p> | <p>A retailer or electricity marketing agent must ensure that a customer <u>of the retailer</u> is able to contact the retailer or electricity marketing agent on the retailer's or electricity marketing agent's contact details, including <u>their</u> telephone number, during the normal business hours of the retailer or electricity marketing agent for the purposes of enquiries, verifications and complaints.</p>  | Drafting changes.  |
| <p><del>2.5</del> <u>12</u></p>              | <p><b>Contact for <del>the</del> purposes of marketing</b></p>  | Drafting change.   |
| <p><del>2.5(1)</del></p> <p><u>12(1)</u></p> | <p>A retailer or electricity marketing agent who <del>makes contact with</del> <u>contacts</u> a customer for the purposes of marketing must, on request by the customer, <u>provide the customer with</u> —</p> <p>(a) <del>provide the customer with</del> the complaints telephone number of the retailer on whose behalf the contact is being made; <u>and</u></p> <p>(b) <del>provide the customer with</del> the <del>telephone number of</del> <u>contact details for</u> the electricity <u>industry</u> ombudsman; and</p> <p>(c) <del>for in the case of</del> contact by an electricity marketing agent; <del>— provide the customer with</del> the electricity marketing agent's marketing identification number.</p>   | <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B30</p>  |
| <p><del>2.5(2)</del></p> <p><u>12(2)</u></p> | <p>A retailer or electricity marketing agent who meets with a customer face to face for the purposes of marketing must —</p> <p>(a) <del>wear</del> <u>display</u> a clearly visible and legible identity card that shows —</p> <p>(i) <del>his or her</del> <u>the</u> first name; <u>of the person who is meeting with the customer</u>; and</p> <p>(ii) <del>his or her</del> <u>a</u> photograph; <u>of the person who is meeting with the customer</u>; and</p> <p>(iii) <u>in the case of an electricity marketing agent — the electricity marketing agent's</u> <del>his or her</del> marketing identification number <del>(for contact by an electricity marketing agent)</del>; and</p> <p>(iv) the name of the retailer on whose behalf the contact is being made; <u>and</u></p> | <p>ECCC Final Review Report: recommendation 12</p> <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B31</p> |

| Clause                 |   | Reason for amendment  |
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|                        | <p><u>and</u></p> <p>(b) <u>on request by the customer</u>, provide the <del>customer following information</del>, in writing, <u>to the customer</u> —</p> <p>(i) <del>his or her</del> <u>the</u> first name <u>of the person who is meeting with the customer</u>;</p> <p>(ii) <u>in the case of an electricity marketing agent — the electricity marketing agent's</u> <del>his or her</del> marketing identification number <del>(for contact by an electricity marketing agent)</del>;</p> <p>(iii) the name of the retailer on whose behalf the contact is being made;</p> <p>(iv) the complaints telephone number of the retailer on whose behalf the contact is being made;</p> <p>(v) the business address and Australian Business Number or <u>Australian</u> Company Number of the retailer on whose behalf the contact is being made; <del>and</del></p> <p>(vi) the <del>telephone number of contact details for</del> the electricity <u>industry</u> ombudsman;<sup>7</sup></p> <p><del>as soon as practicable following a request by the customer for the information.</del></p> | <ul style="list-style-type: none"> <li>• Drafting changes in response to ECCC Final Review Report: minor amendment, item E. Includes ECCC advice: minor amendment, items B31, B32, B33 and B34</li> <li>• The obligation to provide the information “as soon as practicable” is now addressed in clause 12(3) of the amended Code.</li> </ul> |
| 12(3)                  | <p><u>A retailer or electricity marketing agent must comply with a request under subclause (2)(b) as soon as practicable after it is made by the customer.</u></p>  | <p>This matter was previously addressed in clause 2.5(2)(b).</p>  |
| 2.6<br><u>13</u>       | <p><del>No canvassing or advertising</del> <u>Compliance with signs</u></p> <p>A retailer or electricity marketing agent who visits a person’s premises for the purposes of marketing must comply with any clearly visible signs at the person’s premises indicating —</p> <p>(a) <u>that</u> canvassing is not permitted at the premises; or</p> <p>(b) <u>that</u> no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at, or associated with, the premises.</p>   | <p>Drafting changes.</p>  |
| 2.7 <u>14</u>          | <p><u>Compliance with code</u></p>  | <p>Drafting changes.</p>  |
| 2.7(1)<br><u>14(1)</u> | <p>An electricity marketing agent who contravenes a provision of this Part commits an offence.</p> <p>Penalty — <u>for this subclause</u>:</p> <p>(a) for an individual, \$5 000;</p> <p>(b) for a body corporate, \$20 000.</p>  | <p>Drafting changes.</p>  |
| 2.7(2)<br><u>14(2)</u> | <p>If an electricity marketing agent <del>of a retailer</del> contravenes a provision of this Part <u>while acting on behalf of a retailer</u>, the retailer commits an offence.</p> <p>Penalty — <u>for this subclause</u>:</p> <p>(a) for an individual, \$5 000;</p> <p>(b) for a body corporate, \$20 000.</p>  | <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B35</p>   |
| 2.7(3)<br><u>14(3)</u> | <p>It is a defence to a prosecution for <del>a contravention of an offence under</del> subclause (2) if the retailer proves that the retailer used reasonable endeavours to ensure that the electricity marketing agent complied with <del>the Code</del> <u>this</u></p>   | <p>Drafting changes.</p>  |

| Clause                          |   | Reason for amendment  |
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|                                 | <a href="#">code</a> .  |   |
| 2.8<br><a href="#">15(1)</a>    | <p>(1) <del>A</del> <a href="#">This clause applies to a</a> person who carries out <del>any</del> <a href="#">a</a> marketing activity in the name of or for the benefit of —</p> <p>(a) a retailer; or</p> <p>(b) an electricity marketing agent.</p> <p>(2) <a href="#">The person</a> is <del>to be</del> taken, unless the contrary is proved, to have been employed or authorised by the retailer or electricity marketing agent to carry out <del>that</del> <a href="#">the marketing</a> activity.</p>   | Drafting changes.   |
| 2.9<br><a href="#">16</a>       | <p>An electricity marketing agent must —</p> <p>(a) keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about the marketing carried out by or on behalf of the electricity marketing agent; and</p> <p>(b) on request by the electricity <a href="#">industry</a> ombudsman in relation to a particular complaint, give to the electricity <a href="#">industry</a> ombudsman, within 28 days <del>of</del> <a href="#">after</a> receiving the request, all information that the electricity marketing agent has relating to the complaint.</p>   | Drafting changes.   |
| 17                              | <b>Records <del>to</del> <a href="#">must</a> be kept</b>   | Drafting changes.   |
| 2.10<br><a href="#">17</a>      | <p>A record or other information that an electricity marketing agent is required <del>by this Code</del> to keep <a href="#">under this code</a> must be kept ...</p> <p>... for at least 2 years <a href="#">from the last time that there was contact between the person to whom the record or other information relates and the electricity marketing agent.</a> —</p> <p><del>(a) after the last time the person to whom the information relates was contacted by or on behalf of the electricity marketing agent; or</del></p> <p><del>(b) after receipt of the last contact from or on behalf of the electricity marketing agent, whichever is later.</del></p> | <p>Drafting changes.</p> <p>ECCC Final Review Report; minor amendment, item F – with drafting changes.</p> <p>The drafting changes ensure that records must be kept for 2 years from the last time contact was made, regardless of whom made the contact.</p> |
| 18                              | <b>Obligation to forward connection <del>application</del> <a href="#">request</a></b>  | ECCC advice: minor amendment, item B36  |
| 3.1(1)<br><a href="#">18(1)</a> | 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 connection to the <del>relevant</del> distributor for the purpose of arranging for the connection of the customer's supply address (if the customer's supply address is not already connected).   | ECCC advice: minor amendment, item B36  |
| 3.1(2)<br><a href="#">18(2)</a> | <p><del>Unless the customer agrees otherwise, a</del> <a href="#">A</a> retailer must forward the customer's request for connection ...</p> <p>... to the <del>relevant</del> distributor —</p>   | <p>ECCC Final Review Report: recommendation 5(a)</p> <p>ECCC advice: minor amendment, item B37</p>  |

| Clause                        |   | Reason for amendment  |
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|                               | (a) <del>that same day</del> , if the request is received before 3 pm on a business day <u>— on that same day</u> ; or<br>(b) <del>the next business day</del> , if the request is received <u>on or</u> after 3 pm <u>on a business day</u> or on a Saturday, <u>a</u> Sunday or <u>a</u> public holiday <u>throughout the State — no later than the next business day</u> .   | Drafting changes.<br>The drafting changes to paragraph (b) ensure that a retailer may also forward a connection request earlier than the next business day.             |
| 3.1(3)                        | <del>In this clause—<br/>           “customer” includes a customer’s nominated representative.</del>  | ECCC Final Review Report: recommendation 13   |
| 3.1(2)<br>18(2)               | <u>Note for this clause:</u><br><del>{Note: The Obligation to Connect Regulations provide regulations in relation to the obligation upon on a distributor to energise and connect a premises.}</del>  | Drafting changes.   |
| 4.4 19                        | <b>Billing</b> <u>Standard billing cycle*</u>   | Drafting changes.   |
| 4.1(a) and (b)(i)<br>19(1)    | <del>A retailer must issue a bill—<br/>           (a) no more than once a month, unless the retailer has —<br/>           (i) obtained a customer’s verifiable consent to issue bills more frequently;<br/>           (ii) given the customer —<br/>               (A) a reminder notice in respect of 3 consecutive bills; and<br/>               (B) notice as contemplated under clause 4.2;<br/>           (iii) received a request from the customer to change their supply address or issue a final bill, in which case the retailer may issue a bill more than once a month for the purposes of facilitating the request; or<br/>           (iv) less than a month after the last bill was issued, received metering data from the distributor for the purposes of preparing the customer’s next bill;<br/>           (b) no less than once every 3 months, unless the retailer —<br/>           (i) has obtained the customer’s verifiable consent to issue bills less frequently;</del><br><u>Unless subclause (2) applies, a retailer must issue a bill to a customer at least once every 100 days.</u> | ECCC Final Review Report: recommendation 14(a) – with drafting changes.   |
| 4.1(b)(ii) and (iii)<br>19(2) | <u>A retailer may issue a bill that is outside the timeframe under subclause (1) if the retailer —</u><br><del>(ii)(a) has not received the required metering data energy data ...<br/>           ... from the distributor for the purposes purpose of preparing the bill, despite using its best endeavours ...<br/>           ... to obtain the metering data energy data from the distributor; or<br/>           (iii)(b) is unable to comply with this the timeframe due to</del>   | Drafting changes.<br>ECCC Final Review Report: recommendation 14(b)<br>Drafting changes.<br>ECCC Final Review Report: recommendation 14(b)<br>ECCC Final Review Report: |

| Clause  |   | Reason for amendment  |
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|   | <p>the actions of the customer <del>where in circumstances in which —</del></p> <p>(i) the customer is supplied <u>with electricity</u> under a deemed contract pursuant to <del>regulation 37 of the Electricity Industry (Customer Contracts) Regulations 2005 regulation 37</del>; and</p> <p>(ii) the bill is the <del>first 1<sup>st</sup></del> bill issued to that customer at that supply address.</p>  | <p>recommendation 14(c) – with drafting changes.</p>  |
| <u>19(3)</u>  | <p><u>A retailer and a customer may agree to a billing cycle with a regular recurrent period that differs from the customer’s standard billing cycle if —</u></p> <p><u>(a) the retailer obtains the customer’s verifiable consent to the new billing cycle; and</u></p> <p><u>(b) the regular recurrent period of the new billing cycle does not exceed 100 days.</u></p>  | <p>ECCC Final Review Report: recommendation 14(a)<sup>11</sup></p>  |
| <p><del>4.2(1) and (2)</del><br/><u>20(1) and (2)</u></p> | <p><del>(1) For the purposes of clause 4.1(a)(ii), a retailer has given a customer notice if the retailer has advised the customer, prior to placing the customer on a shortened billing cycle, that —</del></p> <p><del>(a) receipt of a third reminder notice may result in the customer being placed on a shortened billing cycle;</del></p> <p><del>(b) if the customer is a residential customer, assistance is available for residential customers experiencing payment difficulties or financial hardship;</del></p> <p><del>(c) the customer may obtain further information from the retailer on a specified telephone number; and</del></p> <p><del>(d) once on a shortened billing cycle, the customer must pay 3 consecutive bills by the due date to return to the customer’s previous billing cycle.</del></p> <p><del>(2) Notwithstanding clause 4.1(a)(ii), a retailer must not place a residential customer on a shortened billing cycle without the customer’s verifiable consent if —</del></p> <p><del>(a) the residential customer informs the retailer that the residential customer is experiencing payment difficulties or financial hardship; and</del></p> <p><del>(b) the assessment carried out under clause 6.1 indicates to the retailer that the customer is experiencing payment difficulties or financial hardship.</del></p> <p><u>(1) A retailer must not place a customer on a shortened billing cycle unless subclause (2) applies.</u></p> <p><u>(2) A retailer may place a customer on a shortened billing cycle if —</u></p> <p><u>(a) in the case of a residential customer — the customer is not a customer experiencing financial hardship; and</u></p> | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 15(a) – with drafting changes.</li> <li>• ECCC advice: minor amendment, item A7</li> </ul><br><ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 15(a) and 50(f) – with drafting changes.</li> </ul> |

<sup>11</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B...

| Clause                                    |   | Reason for amendment   |
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|   | <p>(b) <u>the retailer has given the customer a reminder notice for 3 consecutive bills; and</u></p> <p>(c) <u>before the 3<sup>rd</sup> reminder notice is given to the customer, the retailer has given the customer a notice informing the customer that —</u></p> <p>(i) <u>receipt of a 3<sup>rd</sup> reminder notice may result in the customer being placed on a shortened billing cycle; and</u></p> <p>(ii) <u>in the case of a residential customer — assistance is available for residential customers experiencing problems paying their bills; and</u></p> <p>(iii) <u>the customer may obtain further information from the retailer on a specified telephone number; and</u></p> <p>(iv) <u>once on a shortened billing cycle, the customer must pay 3 consecutive bills by the due date to return to the customer's former billing cycle.</u></p> | <ul style="list-style-type: none"> <li>ECCC advice: minor amendment, item B40</li> </ul> <p>ECCC Final Review Report: recommendation 15(a) – with drafting changes.</p> <p>The words “or disconnection warning” have not been inserted after “reminder notice” in clause 4.2(1)(a)<sup>12</sup> as they would be superfluous. A reminder notice must always be given before a disconnection warning may be given for failure to pay a bill.</p> <p>ECCC Final Review Report: recommendations 15(a) and 50(d) – with drafting changes.</p> <p>ECCC Final Review Report: recommendation 15(a) – with drafting changes.</p> |
| <p><del>4.2(3)</del><br/><u>20(3)</u></p> | <p><del>If, after giving notice as required under clause 4.1(a)(ii), a retailer decides to shorten the billing cycle in respect of a customer, the retailer must give the customer written notice of that decision within 10 business days of making that decision.</del></p> <p><u>The retailer must, within 10 business days after placing the customer on a shortened billing cycle under subclause (2), give the customer notice that —</u></p> <p>(a) <u>the customer has been placed on a shortened billing cycle; and</u></p> <p>(b) <u>the customer must pay 3 consecutive bills by the due date shown on each bill to return to the customer's former billing cycle; and</u></p> <p>(b) <u>failure to make a payment may result in arrangements being made for disconnection of the supply of electricity.</u></p>                                       | <p>ECCC Final Review Report: recommendation 15(b) – with drafting changes.</p>   |
| <p><del>4.2(4)</del><br/><u>20(4)</u></p> | <p>A <del>shortened billing cycle</del> <u>billing cycle shortened under subclause (2)</u> must be at least 10 business days.</p>   | <p>Drafting changes.</p>   |
| <p><del>4.2(5)</del><br/><u>20(5)</u></p> | <p>A retailer must, <u>on request</u>, return a customer, who is subject to a shortened billing cycle <u>under subclause (2)</u> and has paid 3 consecutive bills by the due date, <del>or</del> <u>request</u>, ...</p>  | <p>Drafting changes.</p>   |

<sup>12</sup> Clause 20(2)(c)(i) of the amended Code.

| Clause                 |  | Reason for amendment   |
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|                        | ... to the <del>billing cycle that applied to the customer before the shortened billing cycle commenced</del> <u>customer's former billing cycle</u> .   | For consistency with clauses 20(2)(c)(iv), 20(3)(b) and 20(6) of the amended Code. |
| 4.2(6)<br><u>20(6)</u> | A retailer must inform a customer, who is subject to a shortened billing cycle, <u>under subclause (2)</u> , at least once every 3 months, that, if the customer pays 3 consecutive bills by the due date of each bill, the customer will be returned, on request, ...   | Drafting changes.  |
|                        | ... to the <del>billing cycle that applied to the customer before the shortened billing cycle commenced</del> <u>customer's former billing cycle</u> .   | For consistency with clauses 20(2)(c)(iv), 20(3)(b) and 20(6) of amended Code.     |
| 4.3                    | <p><b>Bill smoothing</b></p> <p><del>(1) Notwithstanding clause 4.1, in respect of any 12 month period, on receipt of a request by a customer, a retailer may provide the customer with a bill which reflects a bill smoothing arrangement.</del></p> <p><del>(2) If a retailer provides a customer with a bill under a bill smoothing arrangement pursuant to subclause (1), the retailer must ensure that —</del></p> <p><del>(a) the amount payable under each bill is initially the same and is set out on the basis of —</del></p> <p><del>(i) the retailer's initial estimate of the amount of electricity the customer will consume over the 12 month period;</del></p> <p><del>(ii) the relevant supply charge for the consumption and any other charges related to the supply of electricity agreed with the customer;</del></p> <p><del>(iii) any adjustment from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and</del></p> <p><del>(iv) any other relevant information provided by the customer.</del></p> <p><del>(b) the initial estimate is based on the customer's historical billing data or, if the retailer does not have that data, the likely average consumption at the relevant tariff calculated over the 12 month period as estimated by the retailer;</del></p> <p><del>(c) in or before the seventh month —</del></p> <p><del>(i) the retailer re-estimates the amount under subclause (2)(a)(i), taking into account any meter readings and relevant seasonal and other factors agreed with the customer; and</del></p> <p><del>(ii) unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and</del></p> <p><del>(d) at the end of the 12 month period, or any other time agreed between the retailer and the</del></p> | ECCC Final Review Report: recommendation 16  |

| Clause              |  | Reason for amendment  |
|---------------------|--|---|
|                     | <p><del>customer and at the end of the bill smoothing arrangement, the meter is read and any adjustment is included on the next bill in accordance with clause 4.19; and</del></p> <p><del>(e) the retailer has obtained the customer's verifiable consent to the retailer billing on that basis; and</del></p> <p><del>(f) if the bill smoothing arrangement between the retailer and the customer is for a defined period or has a specified end date, the retailer must no less than one month before the end date of the bill smoothing arrangement notify the customer in writing —</del></p> <p><del>(i) that the bill smoothing arrangement is due to end; and</del></p> <p><del>(ii) the options available to the customer after the bill smoothing arrangement has ended.</del></p> |   |
| 4.4                 | <p><del><b>How bills are issued</b></del></p> <p><del>A retailer must issue a bill to a customer at the address nominated by the customer, which may be an email address.</del></p>  | ECCC Final Review Report: recommendation 17(a)                                  |
| Division 2          | <b>Contents of a bill</b>  | ECCC advice: minor amendment, item B41  |
| 4.5 <u>21</u>       | <del>Particulars on each bill</del> <b>Contents of bill</b>  | Drafting changes.   |
| <u>21(1)</u>        | <u>In addition to any information required to be included on a customer's bill under another provision of this code, a retailer must include the information set out in this clause on the customer's bill.</u>  | Drafting changes.   |
| 4.5(1) <u>21(2)</u> | <del>Unless a customer agrees otherwise, ...</del>   | ECCC Final Review Report: recommendation 5(a)                                   |
|                     | <del>... a retailer must include at least the following information on the customer's bill</del> <u>The bill must include the following information in relation to the particular service —</u>  | Drafting changes.   |
|                     | <del>(*)</del> <u>(a)</u> the supply address <del>and any relevant mailing address;</del>  | ECCC Final Review Report: recommendation 22(c).                                 |
|                     | <del>(*)</del> <u>(b)</u> the customer's name and account number;  | -   |
|                     | <del>(e)</del> <u>(c)</u> a meter identification number <del>(if relevant) (clearly placed on the part of the bill that is retained by the customer).</del>  | Drafting changes.<br>Includes ECCC Final Review Report: minor amendment, item K |
| 4.5(1) <u>21(3)</u> | <u>The bill must include the following information in relation to supply and consumption of electricity —</u>  | Drafting changes.   |
|                     | (a) <del>either the range of dates of the metering supply period or the date of the current meter reading or estimate</del> <u>the start and end of date of the supply period;</u>   | ECCC Final Review Report: recommendation 22(a)                                  |

| Clause |  | Reason for amendment  |
|--------|--|---|
|        | <del>(f)</del> (b) the number of days covered by the bill;   | -   |
|        | <del>(d) — if the customer has not entered into an export purchase agreement with a retailer —<br/>(i) — the customer’s consumption, or estimated consumption;</del>         | This matter is now addressed in clause 21(3)(c)(ii) of the amended Code.  |
|        | <del>(ii) — if the customer is on a time of use tariff, the customer’s consumption or estimated consumption for the total of each time band in the time of use tariff;</del> | This matter is now addressed in clause 21(3)(c)(i) of the amended Code.   |
|        | <del>(e) — if the customer has entered into an export purchase agreement with a retailer —<br/>(i) — the customer’s consumption ...</del>                                    | This matter is now addressed in clause 21(3)(c)(ii) of the amended Code.  |
|        | ... <del>and export;</del>   | This matter is now addressed in clause 21(5)(b)(ii) of the amended Code.  |
|        | <del>(ii) — if the customer is on a time of use tariff, the customer’s consumption ...</del>   | This matter is now addressed in clause 21(3)(c)(i) of the amended Code.   |
|        | ... <del>and export</del> ...  | This matter is now addressed in clause 21(5)(b)(i) of the amended Code.   |
|        | ... <del>for the total of each time band in the time of use tariff; and</del>  | This matter is now addressed in clause 21(3)(c)(i) and 21(5)(b)(i) of the amended Code, as applicable.                                      |
|        | <u>(c) either —</u>  | ECCC advice: minor amendment, item B43  |
|        | <u>(i) if the customer is on a time of use tariff — the customer’s consumption or estimated consumption for each time band in the time of use tariff; or</u>                 | This matter was previously addressed in clauses 4.5(1)(d)(ii) and 4.5(1)(e)(ii). Includes ECCC Final Review Report: minor amendment, item I |
|        | <u>(ii) in any other case — the customer’s consumption, or estimated consumption;</u>  | This matter was previously addressed in clauses 4.5(1)(d)(i) and 4.5(1)(e)(i). Includes ECCC Final Review Report: minor amendment, item I   |
|        | <del>(f)</del> (d) <u>unless the customer is a collective customer,</u> the average daily consumption <del>unless the customer is a collective customer;</del>               | Drafting changes.   |

| Clause          |  | Reason for amendment   |
|-----------------|--|--|
| 4.5(1)<br>21(4) | <a href="#">The bill must include the following information in relation to amounts due and payments —</a>  | Drafting changes.  |
|                 | <del>(p)</del> (a) the amount due;   | -  |
|                 | <del>(e)</del> (b) if <del>the customer has</del> <a href="#">there is</a> an accumulation meter installed <a href="#">at the supply address</a> ...   | Drafting changes.  |
|                 | ... <del>(whether or not the customer has entered into an export purchase agreement with a retailer)</del> —   | ECCC Final Review Report: minor amendment, item H  |
|                 | <del>(i)</del> the current meter reading or estimate; or, <del>(ii)</del> if the customer is on a time of use tariff, the current meter reading or estimate for <del>the total of</del> each time band in the time of use tariff;  | Drafting changes.  |
|                 | <del>(b)</del> (c) <del>if the customer has a Type 7 connection point, the calculation of the tariff in accordance with the procedures set out in clause 4.6(1)(c) if there is no meter installed at the supply address — the basis on which the amount due has been calculated;</del>   | ECCC Final Review Report: minor amendment, item G  |
|                 | <del>(g) — the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;</del>   | ECCC Final Review Report: recommendation 22(b)   |
|                 | <del>(h)</del> (d) the applicable tariffs;   | -  |
|                 | <del>(z)</del> (e) the amount of <a href="#">any</a> arrears or credit <a href="#">standing to the customer's name</a> ;   | Drafting changes.  |
|                 | <del>(i)</del> (f) the amount of any other fees or charges and details of the service provided <a href="#">in connection with those fees or charges</a> ;  | Drafting changes.  |
|                 | <del>(j)</del> (g) <del>with respect to</del> <a href="#">in the case of</a> a residential customer, <del>—</del> a statement that the <del>residential</del> customer may be eligible to receive concessions and how the <del>residential</del> customer may find out <del>its</del> <a href="#">about</a> eligibility for those concessions; | Drafting changes.  |
|                 | <del>(k)</del> (h) if applicable, the value and type of any concessions provided to the <del>residential</del> customer that are administered by the retailer;   | Drafting change: The word “residential” has been deleted as the definition of concession already limits the application to residential customers only. |
|                 | <del>(s)</del> (i) a statement advising the customer that assistance is available if the customer is experiencing problems paying the bill;  | -  |
|                 | <del>(t)</del> (j) a telephone number for billing and payment enquiries;   | -  |
|                 | <del>(aa)</del> (k) if applicable and not included on a separate statement —   | Drafting changes.  |

| Clause                 |   | Reason for amendment   |
|------------------------|---|--|
|                        | <p>(i) payments made under <del>an instalment plan a</del> <u>payment plan that has not been completed</u>;<br/>and</p> <p>(ii) the total amount outstanding under the <del>instalment plan</del> <u>payment plan</u>;</p> <p>(l) if applicable, a statement <del>on the bill</del> that an additional fee may be imposed to cover the costs of late payment from the customer;</p> <p><del>(dd)</del><u>(m)</u> to the extent that the data is available, a graph or bar chart <del>illustrating</del> <u>showing</u> the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year.; <u>and</u></p> <p><del>(m)</del><u>(n)</u> the average daily cost of consumption, including charges ancillary to the consumption of electricity, unless the customer is a collective customer; <u>and</u></p> <p><del>(q)</del><u>(o)</u> the <del>due</del> date <u>by which the bill must be paid</u>; <u>and</u></p> <p><del>(r)</del><u>(p)</u> a summary of the <u>applicable</u> payment methods;.</p> | <p>The words "on the bill" are unnecessary. The introductory sentence for clause 21(4) of the amended Code already provides that the information listed in subclause (4) must be included on a bill.</p> <p>Drafting changes.</p> <p>-</p> <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 18</p> |
| 4.5(1)<br><u>21(5)</u> | <p><del>(e)</del> If the customer has <del>entered into</del> an export purchase agreement with a retailer, <u>the bill must include the following information</u> —</p> <p><del>(iii)</del><u>(a)</u> if the customer has an accumulation meter installed and <del>the an</del> export meter reading has been obtained <del>by the retailer</del>,<br/><u>—</u> the export meter reading;</p> <p><u>(b)</u> <u>either</u> —</p> <p><del>(ii)</del><u>(i)</u> if the customer is on a time of use tariff ...</p> <p>... <del>the customer's consumption</del><br/><del>and</del> <u>—</u> ...</p> <p>... <del>export</del> <u>the amount, or estimated amount, of electricity exported by the customer</u> for <del>the total of</del> each time band in the time of use tariff;<br/><del>and</del> <u>or</u></p> <p><del>(i)</del><u>(ii)</u> <del>the customer's consumption</del> ...</p> <p>... <del>and export</del>, <u>in any other case</u> —</p>   | <p>Drafting changes.</p> <p>This matter is now addressed in clause 21(3)(c)(i) of the amended Code.</p> <p>ECCC Final Review Report: minor amendment, item J – with drafting changes.</p> <p>This matter is now addressed in clause 21(3)(c)(ii) of the amended Code.</p> <p>ECCC Final Review Report:</p>             |

| Clause                       |  | Reason for amendment   |
|------------------------------|--|--|
|                              | <a href="#">the amount, or estimated amount, of electricity exported by the customer.</a>  | minor amendment, item I – with drafting changes.   |
| 4.5(1)<br>21(6)              | <p><a href="#">The bill must include the following ancillary information —</a></p> <p><del>(u)</del>(a) a telephone number for complaints;</p> <p><del>(v)</del>(b) the contact details for the electricity <a href="#">industry ombudsman</a>;</p> <p><del>(w)</del>(c) the distributor’s 24-hour telephone number for faults and emergencies.</p>  | <p>Drafting changes.</p> <p>-</p> <p>Drafting change.</p> <p>Drafting change.<br/>ECCC advice, minor amendment, item B45</p>   |
| 4.5(1)                       | <del>(bb) with respect to residential customers, the telephone number for interpreter services together with the National Interpreter Symbol and the words “Interpreter Services”;</del>   | A similar matter is addressed in clause 78(2)(a) of the amended Code.  |
| 4.5(1)                       | <del>(cc) the telephone number for TTY services; and</del>   | A similar matter is addressed in clause 78(2)(b) of the amended Code.  |
| <a href="#">21(7)</a>        | <a href="#">Subclause (2)(b) does not apply if the customer is supplied under a deemed contract pursuant to the Electricity Industry (Customer Contracts) Regulations 2005 regulation 37.</a>  | ECCC Final Review Report: recommendation 20  |
| <a href="#">21(8)</a>        | <p><del>Notwithstanding subclause (1)(dd), a retailer is not obliged to include a graph or bar chart on the bill</del></p> <p><a href="#">Subclause (4)(m) does not apply</a> if the bill is —</p> <p>(a) not indicative of a customer’s actual consumption; <a href="#">or</a></p> <p>(b) not based <del>upon</del> <a href="#">on</a> a meter reading; or</p> <p>(c) for a collective customer.</p>  | Drafting changes.  |
| <a href="#">21(9)</a>        | <p>If a retailer <del>identifies a historical debt and</del> wishes to bill a customer for <del>that a</del> <a href="#">a</a> historical debt, the retailer must <del>advise</del> <a href="#">give the following information to</a> the customer <del>of</del> <a href="#">no later than the next bill in the customer’s billing cycle</a> —</p> <p>(a) the amount of the historical debt; <del>and</del></p> <p>(b) the basis of the historical debt; <del>;</del></p> <p><del>before, with, or on the customer’s next bill.</del></p>  | Drafting changes.  |
| 4.6<br><a href="#">22(1)</a> | <p><del>Subject to clauses 4.3 and 4.8, a</del> <a href="#">A</a> retailer must base a customer’s bill <del>on</del> —</p> <p>(a) <del>the distributor’s or metering agent’s reading of the meter at the customer’s supply address;</del> <a href="#">on energy data provided for the relevant meter at the customer’s supply address provided by the distributor or metering data agent; or</a></p> <p><del>(b) the customer’s reading of the meter at the customer’s supply address, provided the distributor has expressly or impliedly consented to the customer reading the meter for the purpose of determining the amount due; or</del></p> | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 23(a) – with drafting change.<br/>Includes ECCC advice: minor amendment, item B46</p> <p>ECCC Final Review Report: recommendation 23(b)</p> |

| Clause                            |   | Reason for amendment   |
|-----------------------------------|---|--|
|                                   | <del>(c)(b) if the connection point is a Type 7 connection point, the procedure as set out in the metrology procedure or Metering Code, or otherwise as set out in any applicable law. if there is no meter installed at the customer's supply address — on energy data that is calculated in accordance with the metrology procedure, the Metering Code or any other applicable law; or</del>  | ECCC Final Review Report: recommendation 23(c) – with drafting changes.      |
|                                   | <del>(c) if the customer has entered into a non-standard contract — on any other method agreed between the retailer and the customer.</del>   | ECCC Final Review Report: recommendation 23(d) – with drafting changes.      |
| <u>22(2)</u>                      | <u>A bill will be taken to comply with subclause (1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the retailer and the customer.</u>   | ECCC Final Review Report: recommendation 23(a)                               |
| <del>4.7</del><br><u>22(3)</u>    | <del><b>Frequency of meter readings</b><br/>Other than in respect of a Type 7 connection point, a <u>if a retailer is required to comply with subclause (1)(a), the</u> retailer must use its best endeavours to ensure ...</del>   | ECCC Final Review Report: recommendations 25 and 27 – with drafting changes. |
|                                   | ... that <del>metering data</del> <u>an actual value</u> is obtained as frequently as required to prepare its bills.  | ECCC Final Review Report: recommendation 26                                  |
| <u>22(4)</u>                      | <u>The retailer must ensure that the customer is provided with a written record of any method agreed between the retailer and the customer under subclause (1)(c).</u>  | ECCC Final Review Report: recommendation 24                                  |
| <del>4.8(1)</del>                 | <del>If a retailer is unable to reasonably base a bill on a reading of the meter at a customer's supply address, the retailer must give the customer an estimated bill.</del>   | ECCC Final Review Report: recommendation 28                                  |
| <del>4.8(2)</del><br><u>23(1)</u> | If a retailer <del>bases</del> <u>has based</u> a customer's bill <del>upon</del> <u>on</u> an estimation, the retailer must clearly specify on the <del>customer's</del> bill that —<br>(a) the retailer has based the bill <del>upon</del> <u>on</u> an estimation; <u>and</u><br>(b) the retailer will <del>tell</del> <u>provide to</u> the customer on request —<br>(i) the basis of the estimation; and<br>(ii) the reason for the estimation; <del>and</del> <u>and</u><br>(c) the customer may request —<br>(i) a verification of energy data; and<br>(ii) a meter reading. | Drafting changes.<br>Includes ECCC advice: minor amendment, item B47         |
| <del>4.8(3)</del><br><u>23(2)</u> | A retailer must <del>tell</del> <u>provide to</u> a customer on request <del>the</del> —<br>(a) <u>the</u> basis for the estimation; and<br>(b) <u>the</u> reason for the estimation  | Drafting changes.  |
| <del>4.8(4)</del>                 | For the <del>purpose</del> <u>purposes</u> of this clause, <del>where the distributor's or metering agent's reading of the meter at</del>   | Drafting changes. <sup>13</sup>  |

<sup>13</sup> As a result of the drafting changes, ECCC minor amendment (item L) has become redundant.

| Clause                   |   | Reason for amendment   |
|--------------------------|---|--|
| 23(3)                    | <p><del>the customer's supply address is partly based on estimated data, then subject to any applicable law a bill is taken to be based on an estimation ...</del></p> <p>... <u>in relation to an interval meter</u> if —</p> <p>(a) <del>where</del> more than <del>ten per cent</del> <u>10%</u> of the interval meter readings are estimated interval meter readings; and</p> <p>(b) the actual energy data cannot otherwise be <del>derived,</del> <u>ascertained.</u></p> <p><del>for that billing period, the bill is deemed to be an estimated bill.</del></p>  | ECCC advice: minor amendment, item A8  |
| 4.9                      | <p><del><b>Adjustments to subsequent bills</b></del></p> <p><del>If a retailer gives a customer an estimated bill and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading in accordance with clause 4.19.</del></p>  | ECCC Final Review Report: recommendation 29  |
| 4.10<br>24               | <p><del><b>Customer may request meter reading</b></del> <u>Replacement of estimation with actual value</u></p> <p>(1) <del>¶</del> <u>This clause applies if —</u></p> <p>(a) a retailer has based a bill <del>upon</del> <u>on</u> an estimation because a customer failed to provide access to the meter; and</p> <p>(b) the customer —</p> <p>(a)(i) <del>subsequently requests the retailer to replace the estimated bill with a bill based on an actual reading of the customer's meter</del> <u>an actual value; and</u></p> <p>(b)(ii) pays the retailer's reasonable charge for reading the meter (if any); and</p> <p>(c)(iii) provides due access to the meter; <del>and</del></p> <p>(2) <del>the</del> <u>The</u> retailer must use its best endeavours to <del>do so</del> <u>replace the estimated bill with a bill based on an actual value.</u></p> | Drafting changes.  |
| Division 4               | <del><b>Meter testing</b></del>   | Drafting changes.  |
| 4.11                     | <p><del><b>Customer requests testing of meters or metering data</b></del></p> <p>(1) <del>If a customer —</del></p> <p>(a) <del>requests the meter to be tested; and</del></p> <p>(b) <del>pays the retailer's reasonable charge for testing the meter (if any),</del></p> <p><del>the retailer must request the distributor or metering agent to test the meter.</del></p> <p>(2) <del>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.</del></p>  | ECCC Final Review Report: recommendation 31(c)<br>This matter is now addressed in clause 28 of the amended Code. |
| Division 5<br>Division 4 | <del><b>Alternative</b></del> <u>Change of tariffs</u>  | ECCC advice: minor amendment, item B48   |

| Clause                          |   | Reason for amendment   |
|---------------------------------|---|--|
| <p>4.12<br/><u>25</u></p>       | <p><b>Customer applications request for change of tariff</b></p> <p>(1) <del>If a</del> <u>A retailer must comply with subclause (2) if the</u> retailer offers alternative tariffs and a customer —</p> <p>(a) <del>applies to receive an alternative tariff requests</del> <u>the retailer to transfer from that customer's current tariff to another tariff</u>; and</p> <p>(b) demonstrates to the retailer that the customer satisfies all of the conditions relating to <del>eligibility for the alternative tariff, that other tariff and any conditions imposed by the customer's distributor.</del></p> <p>(2) <del>the</del> <u>The</u> retailer must <del>change transfer</del> the customer to the <del>alternative other</del> tariff <del>referred to in subclause (1)(a)</del> within 10 business days <del>of after</del> the customer <del>satisfying those conditions</del> <u>complies with subclause (1)(b).</u></p> <p>(3) <del>For the purposes of subclause (1) If a customer transfers from 1 tariff to another under this clause,</del> the effective date of <del>change will be</del> <u>the transfer is</u> —</p> <p>(a) <del>unless paragraph (b) applies —</del> the date on which <del>the last a</del> meter reading <del>at the previous tariff</del> is obtained; or</p> <p>(b) <del>the date the meter adjustment is completed,</del> if the <del>change transfer</del> requires <del>an adjustment a change</del> to the meter at the customer's supply address <del>— the date on which the meter change is completed.</del></p> | <p>Drafting changes.</p> <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 32 – with drafting changes.</li> <li>Includes ECCC advice: minor amendment, items B49, B50, B51 and B52</li> <li>ECCC advice: minor amendment, item A9</li> </ul> |
| <p>4.13<br/><u>26</u></p>       | <p><del>Written notification of a change to an alternative tariff</del><br/><b>Tariff change if former tariff unavailable</b></p> <p><del>If —</del></p> <p><del>(a) a customer's electricity use at the customer's supply address changes or has changed; and</del></p> <p><del>(b) the customer is no longer eligible to continue to receive an existing, more beneficial tariff,</del></p> <p><del>a retailer must, prior to changing the customer to the tariff applicable to the customer's use of electricity at that supply address, give the customer written notice of the proposed change.</del></p> <p><u>(1) This clause applies if a customer is no longer eligible to receive a tariff under which the customer is currently supplied electricity at the customer's supply address.</u></p> <p><u>(2) The retailer must, before changing the customer to another tariff, notify the customer of the proposed change.</u></p>  | <p>Drafting changes.</p> <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 33</li> <li>ECCC Final Review Report: recommendation 34 – with drafting changes.</li> </ul>   |
| <p>4.14(1)<br/><u>31(1)</u></p> | <p>If a customer requests <del>a</del> <u>the</u> retailer to <del>arrange for the preparation and</del> issue <del>of</del> a final bill <del>at for</del> the customer's supply address, the retailer must use <del>reasonable</del> <u>its best</u> endeavours to arrange for —</p> <p><u>(a) a meter reading; and</u></p> <p><u>(b) the preparation and issue of a final <del>that</del> bill for the supply address</u> in accordance with the customer's</p>  | <p>ECCC Final Review Report: recommendation 35</p>   |

| Clause                      |  | Reason for amendment   |
|-----------------------------|--|--|
|                             | request.   |  |
| 4.14(2)<br>31(2) and<br>(3) | <p>(2) <del>If a Unless subclause (4) applies, if the</del> customer's account is in credit at the time of account closure, <del>subject to subclause (3),</del> a retailer must, at the time of the final bill, ask the customer for instructions <u>as to whether the customer requires the retailer to transfer</u> the amount of <u>the credit should be transferred</u> to —</p> <p>(a) another account the customer has, or will have, with the retailer; or</p> <p>(b) a bank account nominated by the customer, <del>;</del> <del>and</del></p> <p>(3) <del>The</del> retailer must <del>credit the account, or pay the amount of credit</del> in accordance with the customer's instructions <u>under subclause (2), transfer the amount of the credit</u> within —</p> <p>(a) 12 business days of receiving the instructions; or</p> <p>(b) <del>other such time as another period</del> agreed with the customer.</p> | Drafting changes.  |
| 4.14(3)<br>31(4) and<br>(5) | <p>(3)(4) If a customer's account is in credit at the time of account closure, <del>;</del> and the customer owes a debt to <del>a the</del> retailer, ...</p> <p>... the retailer may, <del>with written</del> <u>after giving</u> notice to the customer, ...</p> <p>... use <del>that the</del> credit to set off the debt <del>owed to the retailer.</del></p> <p>(5) If, after <del>the a</del> set off <u>under subclause (4)</u>, there remains an amount of credit, the retailer must <del>ask the customer for instructions to transfer the remaining amount of credit</del> <u>deal with the amount</u> in accordance with <del>subclause (2)</del> <u>subclauses (2) and (3)</u>.</p>   | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 36</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B62</p> |
| Division 7<br>Division 5    | <b>Review of bill <u>and energy data checking</u></b>  | Drafting changes.  |
| 4.15<br>27(1)               | <p><del>Subject to a customer —</del></p> <p><del>(a) — paying —</del></p> <p><u>If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill if the customer</u></p> <p><u>—</u></p> <p>(a) <u>requests a review; and</u></p> <p>(b) <u>if the customer has not already paid the bill, pays the lesser of the following —</u></p> <p>(i) that portion of the bill under review that the customer and <del>a the</del> retailer agree is not in dispute; <del>or</del></p> <p>(ii) an amount equal to the average amount of the customer's bills over the previous 12 months (excluding the bill in dispute).<del>;</del></p> <p><del>whichever is less; and</del></p>   | <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 37(b)</li> <li>Drafting changes.</li> </ul>                              |

| Clause                           |  | Reason for amendment  |
|----------------------------------|--|---|
|                                  | <del>(b) — paying any future bills that are properly due,</del>  | This matter is now addressed in clause 27(5) of the amended Code.   |
|                                  | <del>a retailer must review the customer's bill on request by the customer.</del>  | Drafting changes.   |
| 4.16                             | <b>Procedures following a review of a bill</b>   | Drafting changes.   |
| 4.16(1)<br><a href="#">27(2)</a> | If, after conducting a review <del>of a bill</del> , a retailer is satisfied that the bill <del>is</del> —<br>(a) <del>is</del> correct, the retailer —<br>(i) may require <del>a the</del> customer to pay the <del>unpaid</del> amount <del>(if any) of the bill that is still outstanding;</del> <del>and</del><br>(ii) must advise the customer that the customer may request <del>the retailer to arrange</del> ...<br><br>... a meter test <del>in accordance with applicable law;</del> and<br><br>(iii) must advise the customer of the existence and operation of the retailer's <del>internal standard</del> complaints <del>handling processes</del> <del>and dispute resolution procedures</del> and details <del>of about</del> <del>making a complaint to</del> ...<br><br>... <del>any applicable external complaints handling processes</del> <del>the electricity industry ombudsman;</del><br>or<br>(b) <del>is</del> incorrect, the retailer —<br>(i) must <del>adjust the bill in accordance with clauses 4.17 and 4.18;</del> <del>comply with clause 29 or 30, as the case requires;</del> and<br><br>(ii) <del>may require the customer to pay the amount (if any) of the bill that is still outstanding.</del> | <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 37(b)</li> <li>Drafting changes.</li> </ul> |
|                                  |  | ECCC Final Review Report: minor amendment, item M   |
|                                  |  | Drafting changes.   |
|                                  |  | ECCC Final Review Report: recommendation 38   |
|                                  |  | Drafting changes.   |
|                                  |  | ECCC Final Review Report: recommendation 37(a)  |
| 4.16(2)<br><a href="#">27(3)</a> | <b>A</b> <del>The</del> retailer must inform a customer of the outcome of the review as soon as practicable <del>after it is completed</del> .   | <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 37(b)</li> <li>Drafting changes.</li> </ul> |
| 4.16(3)<br><a href="#">27(4)</a> | If a retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review <del>under clause 4.15</del> , the retailer must <del>provide the customer with notification</del> <del>notify the customer</del> of the status of the review as soon as practicable <del>after the expiration of that period</del> .  | <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 37(b)</li> <li>Drafting changes.</li> </ul> |
| <a href="#">27(5)</a>            | <del>The initiation of a review does not remove the requirement for the customer to pay future bills as they fall due.</del>   | This matter was previously addressed in clause 4.15(b).   |
| 28                               | <b>Energy data checking</b>  | Drafting changes.   |
| <a href="#">28(1)</a>            | <del>If a customer, after receiving a bill, requests that the energy data be checked or the meter be tested, the</del>   | ECCC Final Review Report: recommendation 31(a) –  |

| Clause   |  | Reason for amendment   |
|--|--|--|
|  | <a href="#">retailer must arrange for a check of the energy data or testing of the meter (as the case requires).</a>   | with drafting changes. <sup>14</sup><br>A similar matter was previously addressed in clause 4.11(1)(a).  |
| <a href="#">28(2)</a>                                    | <a href="#">The customer may be required to pay the retailer's reasonable charge for a check or testing under subclause (1).</a>   | ECCC Final Review Report: recommendation 31(a) – with drafting changes.<br>A similar matter was previously addressed in clause 4.11(1)(b).   |
| <a href="#">28(3)</a>                                    | <a href="#">If the energy data is checked and found to be incorrect or the meter is tested and found to be defective, the retailer must refund any payment made under subclause (2).</a>   | ECCC Final Review Report: recommendation 31(b) – with drafting changes.<br>A similar matter was previously addressed in clause 4.11(2).  |
| <a href="#">Division 8</a><br><a href="#">Division 6</a> | <b>Undercharging, <a href="#">and</a> overcharging <del>and adjustment</del></b>   | Consequential amendment of ECCC Final Review Report: recommendation 42(a).   |
| <a href="#">4.17(1)</a>                                  | <del>This clause 4.17 applies whether the undercharging became apparent through a review under clause 4.15 or otherwise.</del>   | ECCC Final Review Report: recommendation 39(a)   |
| <a href="#">4.17(2)</a><br><a href="#">29(1)</a>         | If a retailer proposes to recover an amount <a href="#">that has been</a> undercharged ...<br><br><del>... as a result of an error, defect or default for which the retailer or distributor is responsible ...</del><br><br><del>... (including where a meter has been found to be defective), the retailer must —</del><br><br>(a) <del>subject to subclause (b),</del> limit the amount to be recovered to no more than the amount undercharged in the 12 months ...<br><br><del>... prior to <a href="#">before</a> the date on which the retailer notified the customer <del>that of the</del> undercharging <del>had occurred; and</del></del><br><br><del>(b) — other than in the event that the information provided by a customer is incorrect, if a retailer has changed the customer to an alternative tariff in the circumstances set out in clause 4.13 and, as a result of the customer being ineligible to receive the tariff charged prior to the change, the retailer has undercharged the customer, limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the retailer notified the customer under</del> | Drafting changes.<br><br>ECCC Final Review Report: recommendation 42(e)<br><br>ECCC Final Review Report: recommendation 39(b)<br><br>ECCC Final Review Report: recommendation 39(b)<br><br>Drafting changes.<br><br>ECCC Final Review Report: recommendation 39(b) |

<sup>14</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B...

| Clause                                     |  | Reason for amendment  |
|--|--|---|
|  | <p><del>clause 4.13.</del></p> <p><del>(e)(b)</del> notify the customer of the amount to be recovered no later than the next bill, <del>together with</del> <u>after the retailer becomes aware of the undercharging, and provide</u> an explanation of <del>that the basis on which the amount was calculated; and</del></p> <p><del>(d)(c)</del> <del>subject to unless</del> subclause (3) <u>applies</u>, not charge the customer interest on <del>that the</del> amount <u>to be recovered</u> or require the customer to pay a late payment fee; and</p> <p><del>(e)(d)</del> in <del>relation to the case of</del> a residential customer, <del>==</del> offer the customer time to pay <del>that the</del> amount <u>to be recovered</u> by means of <del>an instalment plan a payment plan</del> in accordance with clause <del>6.4(2) and covering 43 for</del> a period at least equal to the period over which the recoverable undercharging occurred.</p> | <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, items B55 and B56</p>  |
| <p><u>29(2)</u></p>                        | <p><u>Subclause (1)(a), (c) and (d) do not apply if the undercharging has occurred because the customer has denied access to the meter at the supply address for more than 12 months.</u></p>  | <p>ECCC advice: recommendation 5</p> <p>A similar matter was previously addressed in clause 4.17(4).</p>  |
| <p><del>4.17(3)</del><br/><u>29(3)</u></p> | <p>If, after notifying a customer of the amount to be recovered in accordance with subclause <del>(2)(e)(1)(b)</del>, the customer <del>has failed fails</del> to pay the amount <del>to be recovered</del> by the due date and <del>has does</del> not <del>entered enter</del> into <del>an instalment plan a payment plan</del> under subclause <del>(2)(e)(1)(d) ...</del></p> <p>... <u>(if that subclause applies)</u>, ...</p> <p>... a retailer may <del>charge the customer interest on that amount from the due date or require the customer to pay a late payment fee.</del> <u>do either but not both of the following</u></p> <p><del>==</del></p> <p><u>(a) charge the customer interest on the amount from the due date;</u></p> <p><u>(b) require the customer to pay a late payment fee.</u></p>  | <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B57</p> <p>Consequential amendment of ECCC advice: recommendation 5</p> <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B57</p> |
| <p><del>4.17(4)</del></p>                  | <p><del>For the purpose of subclause (2), an undercharge that has occurred as a result of a customer denying access to the meter is not an undercharge as a result of an error, defect or default for which a retailer or distributor is responsible.</del></p>  | <p>ECCC Final Review Report: recommendation 39(c)</p> <p>A similar matter is now addressed in clause 29(2) of the amended Code.</p>   |
| <p><del>4.18(1)</del></p>                  | <p><del>This clause 4.18 applies whether the overcharging became apparent through a review under clause 4.15 or otherwise.</del></p>   | <p>ECCC Final Review Report: recommendation 40(a)</p>   |
| <p><del>4.18(2)</del><br/><u>30(1)</u></p> | <p>If a customer (including a customer who has vacated the supply address) has been overcharged <del>as a result of an error, defect or default for which a retailer or distributor is responsible</del> ...</p>   | <p>ECCC Final Review Report: recommendation 42(f)</p>   |

| Clause                             |   | Reason for amendment  |
|------------------------------------|---|---|
|                                    | <del>... (including where a meter has been found to be defective) ...</del>   | ECCC Final Review Report: recommendation 40(b)  |
|                                    | ... , the retailer must use its best endeavours to inform the customer <del>accordingly</del> <u>of the amount overcharged</u> within 10 business days <del>of</del> <u>after</u> the retailer <del>becoming</del> <u>becomes</u> aware of ...  | Drafting changes. <sup>15</sup><br>Includes ECCC advice: minor amendment, item A10                              |
|                                    | ... the <del>error, defect or default</del> <u>overcharging</u> ...   | ECCC Final Review Report: recommendation 42(f)  |
|                                    | ... and, subject to <del>subclauses (6) and (7)</del> <u>this clause</u> , ask the customer for instructions as to whether the amount should be <u>credited to</u> —  | Drafting changes.   |
|                                    | (a) <del>credited to</del> the customer's <del>account</del> <u>next bill</u> ; or  | ECCC Final Review Report: minor amendment, item O – with drafting changes.                                      |
|                                    | (b) <del>repaid to</del> <u>a bank account nominated by</u> the customer.   | Drafting changes.   |
| <del>4.18(3)</del><br><u>30(2)</u> | If a retailer receives instructions under subclause <del>(2)(1)</del> , the retailer must <del>pay</del> <u>deal with</u> the amount in accordance with the customer's instructions within 12 business days <del>of</del> <u>after</u> receiving the instructions.  | Drafting changes.   |
| <del>4.18(4)</del><br><u>30(3)</u> | <del>If</del> <u>However, if</u> a retailer does not receive instructions under subclause <del>(2)(1)</del> within 5 business days <del>of</del> <u>after</u> making the request, the retailer must use reasonable endeavours to credit ...   | Drafting changes.   |
|                                    | ... the amount overcharged to the customer's <del>account</del> <u>next bill</u> .  | ECCC Final Review Report: minor amendment, item P   |
| <u>30(4)</u>                       | <u>If a customer has been overcharged an amount that is less than \$100, the retailer may credit the amount to the customer's next bill instead of complying with subclause (1).</u>  | A similar matter was previously addressed in clause 4.18(6).<br>Includes ECCC advice: minor amendment, item B59 |
| <del>4.18(5)</del><br><u>30(5)</u> | No interest <del>shall accrue to a credit or refund referred to in subclause (2)</del> <u>is payable on an amount that has been overcharged</u> .   | ECCC Final Review Report: minor amendment, item Q – with drafting changes.                                      |
| <del>4.18(6)</del>                 | <del>If the amount referred to in subclause (2) is less than \$100, a retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and—<br/>(a) ask the customer for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2));</del> | A similar matter is now addressed in clause 30(4) of the amended Code.  |

<sup>15</sup> The amendments differ from ECCC Final Review Report: minor amendment, items N and R because item R would have resulted in retailers having to advise customers who have vacated their supply address of an overcharge by no later than the next bill. As these customers may no longer be receiving bills, it would have been unclear how the clause applied to these customers.

| Clause                   |   | Reason for amendment  |
|--------------------------|---|---|
|                          | <p style="text-align: center;"><del>of</del></p> <p><del>(b) credit the amount to the customer's next bill.</del></p>   |   |
| <p>4.18(7)<br/>30(6)</p> | <p><del>If</del> <u>Despite subclauses (1) to (5), if</u> a customer has been overcharged <del>by a retailer,</del> and the customer owes a debt to the retailer, ...</p> <p>... <del>then provided that the customer is not a residential customer experiencing payment difficulties or financial hardship,</del> ...</p> <p>... the retailer may, <del>with written notice</del> <u>after giving notice</u> to the customer, ...</p> <p>... use the amount of the overcharge to set off the debt <del>owed to the retailer.</del></p>   | <p>Drafting changes.</p> <p>This matter is now addressed in clause 30(7) of the amended Code.</p> <p>ECCC Final Review Report: recommendation 41</p> <p>Drafting changes.</p> |
| <p>30(7)</p>             | <p><u>Subclause (6) does not apply if the customer is a customer experiencing financial hardship.</u></p>   | <p>ECCC Final Review Report: recommendation 50(f)</p> <p>Includes ECCC advice: minor amendment, item B60</p> <p>This matter was previously addressed in clause 4.18(7).</p>   |
| <p>4.18(7)<br/>30(8)</p> | <p>If, <del>after the set-off,</del> there remains an amount <del>of</del> <u>in</u> credit <u>after a set-off under subclause (6),</u> the retailer must deal with <del>that the</del> amount <del>of credit</del> in accordance with <del>subclause (2)</del> <u>subclauses (1) to (4) or, if (depending on the amount is less than \$100, subclause (6) that remains in credit).</u></p>   | <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B...</p>  |
| <p>31</p>                | <p><u>Request for final bill</u></p>  | <p>This clause is included in this table under clause 4.14.</p>   |
| <p>4.19</p>              | <p><b>Adjustments</b></p> <p><del>(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 —</del></p> <p><del>(a) limit the amount to be recovered to no more than the amount of the adjustment for the 12 months prior to the date on which the meter was read on the basis of the retailer's estimate of the amount of the adjustment for the 12 month period taking into account any meter readings and relevant seasonal and other factors agreed with the customer;</del></p> <p><del>(b) notify the customer of the amount of the adjustment no later than the next bill, together with an explanation of that amount;</del></p> <p><del>(c) not require the customer to pay a late payment fee; and</del></p> <p><del>(d) in relation to a residential customer, offer the customer time to pay that amount by means of an instalment plan in accordance with clause 6.4(2) and covering a period at least equal to the period to which the adjustment related.</del></p> <p><del>(2) If the meter is read under either clause 4.6 or clause</del></p> | <p>ECCC Final Review Report: recommendation 42(a)</p>   |

| Clause            |  | Reason for amendment                           |
|-------------------|--|--|
|                   | <p><del>4.3(2)(d) and the amount of the adjustment is an amount owing to the customer, the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to subclauses (5) and (7), ask the customer for instructions as to whether the amount should be —</del></p> <p><del>(a) credited to the customer's account;</del></p> <p><del>(b) repaid to the customer; or</del></p> <p><del>(c) included as a part of the new bill smoothing arrangement if the adjustment arises under clause 4.3(2)(a)-(b);</del></p> <p><del>(3) If a retailer received instructions under subclause (2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.</del></p> <p><del>(4) If a retailer does not receive instructions under subclause (2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.</del></p> <p><del>(5) If the amount referred to in subclause (2) is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read; and</del></p> <p><del>(a) ask the customer for instructions under subclause (2), (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or</del></p> <p><del>(b) credit the amount to the customer's next bill.</del></p> <p><del>(6) No interest shall accrue to an adjustment amount under subclause (1) or (2).</del></p> <p><del>(7) If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided that the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (5).</del></p> <p><del>(a) Not Used</del></p> <p><del>(b) Not Used</del></p> |  |
| <u>Division 8</u> | <u>Providing bills under standard form contracts</u>   | Drafting changes.                              |
| <u>32(1)</u>      | <p><u>Provision of bills</u></p> <p><u>A retailer must allow a customer who has entered into a standard form contract to choose to receive bills —</u></p> <p><u>(a) by post as paper bills; or</u></p> <p><u>(b) by email sent to an email address provided by the customer.</u></p>  | ECCC Final Review Report: recommendation 17(b) |

| Clause                       |  | Reason for amendment  |
|------------------------------|--|---|
| <a href="#">32(2)</a>        | <a href="#">Subclause (1) applies despite any other arrangement or agreement that may be in place between the retailer and the customer in relation to paying bills.</a>   | ECCC Final Review Report: recommendation 17(b)<br>Subclause (2) clarifies that customers on a standard form contract can agree to other bill formats, but always have the option of (or are able to revert back to) a paper or email bill.          |
| 5.1<br><a href="#">33</a>    | <b>Due dates for payment*</b><br><del>(1) The due date on a bill must be at least 12 business days from the date of that bill unless otherwise agreed with a customer.</del><br><del>(2) Unless a retailer specifies a later date, the date of dispatch is the date of the bill.</del><br><b>Payment date</b><br><a href="#">The date by which a bill must be paid must be not earlier than 12 business days from the bill issue date.</a>   | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 5(a)</li> <li>• ECCC Final Review Report: recommendation 43(a) – with drafting changes.</li> </ul>  |
| 5.2<br><a href="#">34</a>    | <b>Minimum payment</b> <b>Payment methods*</b>   | Drafting changes.   |
| 5.2<br><a href="#">34(1)</a> | <del>Unless otherwise agreed with a customer, ...</del><br><br>... <a href="#">a</a> <b>A</b> retailer must <del>offer the customer at least the following payment methods</del> <a href="#">accept payment for a bill in the following ways</a> —<br>(a) in person at 1 or more payment outlets located within the <del>Local Government District</del> <a href="#">local government district</a> of the customer's supply address;<br><a href="#">(b)</a> <a href="#">by telephone;</a><br><del>(b)(c)</del> <a href="#">by mail post;</a><br><br><del>(c)(d)</del> <a href="#">for residential Centrelink customers, —</a> by Centrepay;<br><br><del>(d)(e)</del> <a href="#">electronically by means of BPay or credit card; and by electronic funds transfer.</a><br><del>(e)</del> <a href="#">by telephone by means of credit card or debit card.</a> | ECCC Final Review Report: recommendation 5(a)<br><br>ECCC Final Review Report: recommendation 44 – with drafting changes.<br><br>ECCC advice: minor amendment, item A11<br><br>ECCC Final Review Report: recommendation 44 – with drafting changes. |
| <a href="#">34(2)</a>        | <a href="#">This clause does not limit any other method for the payment of a bill that may be agreed between the retailer and the customer, including the option of payment by direct debit.</a>   | Drafting changes.   |
| 5.3                          | <b>Direct debit</b><br><del>If a retailer offers the option of payment by a direct debit facility to a customer, the retailer must, prior to the direct debit facility commencing, obtain the customer's verifiable consent, and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits.</del>   | ECCC Final Review Report: recommendation 45   |
| 5.4(1)                       | <a href="#">A</a> <a href="#">Subject to this clause, a</a> retailer must accept ...   | ECCC Final Review Report:   |

| Clause                                     |   | Reason for amendment  |
|--|---|---|
| <a href="#">35(1)</a>                      | ... payment in advance from a customer <del>on request</del> .  | recommendation 46(a)<br><br>The words “on request” are unnecessary. The clause already implies that the payment is initiated by the customer.   |
| <del>5.4(2)</del><br><a href="#">35(2)</a> | <del>Acceptance of an advance payment by a retailer will not require the A</del> retailer <u>is not required</u> to credit <del>any</del> interest to <del>the amounts</del> <u>an amount</u> paid in advance.  | Drafting changes.   |
| <del>5.4(3)</del><br><a href="#">35(3)</a> | <del>Subject to clause 6.9, for the purposes of subclause (1),</del><br><u>The amount of \$20 is the minimum amount for which that</u><br>a retailer <del>will</del> <u>is required to</u> accept <u>as a payment in advance</u> <del>payments</del> <u>from a customer (although the retailer may accept a lower amount if it thinks fit).</u> ...   | <ul style="list-style-type: none"> <li>To clarify that a retailer does not require a customer’s agreement to accept a payment in advance amount of less than \$20.</li> <li>ECCC advice: minor amendment, item B46</li> </ul> |
|  | ... <del>unless otherwise agreed with a customer</del> .  | ECCC Final Review Report: recommendation 5(a)   |
| <a href="#">35(4)</a>                      | <u>A retailer may determine an amount (a <b>maximum credit amount</b>) that a customer’s account may be in credit.</u>  | ECCC Final Review Report: recommendation 46(a) – with drafting changes.   |
| <a href="#">35(5)</a>                      | <u>A maximum credit amount must not be less than \$100.</u>   | ECCC Final Review Report: recommendation 46(a) – with drafting changes.   |
| <a href="#">35(6)</a>                      | <u>If a retailer determines a maximum credit amount, the retailer must publish the maximum credit amount on its website.</u>  | ECCC Final Review Report: recommendation 46(a)  |
| <a href="#">35(7)</a>                      | <u>A retailer is not obliged to accept payment in advance if the customer’s account is in credit for more than the maximum credit amount.</u>   | ECCC Final Review Report: recommendation 46(a) – with drafting changes.   |
| <a href="#">35(8)</a>                      | <u>If a customer’s account is in credit for more than the maximum credit amount, the retailer may refund any amount in excess of the maximum credit amount to the customer at any time.</u>   | ECCC Final Review Report: recommendation 46(a) – with drafting changes.   |
| <del>5.5</del> <a href="#">36</a>          | <del><b>Absence or illness</b> Redirection of bills</del>   | Drafting changes.   |
| <del>5.5</del><br><a href="#">36</a>       | <del>If a residential customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer the residential customer on request redirection of the residential customer’s bill to a third person at no charge.</del><br><u>A retailer must redirect a customer’s bill to a different address (including to an email address or a different email address) on the customer’s request and at no charge.</u> | ECCC Final Review Report: recommendation 47 – with drafting changes.  |
| <del>5.6</del> <a href="#">37</a>          | <del>Late payments</del> <u>payment fee</u>   | Drafting changes.   |

| Clause                                    |   | Reason for amendment   |
|---|---|--|
| <p><del>5.6(1)</del><br/><u>37(1)</u></p> | <p>A retailer must not charge a residential customer a late payment fee <u>in connection with the payment of a bill</u> if —</p> <p>(a) the <del>residential</del> customer receives a concession, <del>provided unless</del> the <del>residential</del> customer <del>did not receive</del> <u>has received</u> 2 or more reminder notices within the previous 12 months; or</p> <p>(b) the <del>residential</del> customer and the retailer have agreed to —</p> <p>(i) <del>a payment extension</del> <u>the customer being given additional time to pay a bill</u> under Part 6, and the <del>residential</del> customer pays the bill by the <del>agreed (new)</del> due date; or</p> <p>(ii) <del>an instalment plan</del> <u>a payment plan</u> under Part 6, and the <del>residential</del> customer is making payments in accordance with the <del>instalment plan</del> <u>payment plan</u>;</p> <p>or</p> <p>(c) subject to subclause (2), the <del>residential</del> customer has made a complaint directly related to the non-payment of the bill to the retailer or <del>to</del> the electricity <u>industry</u> ombudsman<sub>7</sub> and —</p> <p>(i) <u>if the complaint has been made to the retailer</u> — the complaint has not been resolved by the retailer<sub>7</sub>; <del>or (iii)</del> the complaint <del>is</del> <u>has been</u> resolved by the retailer in favour of the <del>residential</del> customer<sub>7</sub> ...</p> | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B64 and B65</p> |
|   | <p><del>... If the complaint is not resolved in favour of the residential customer, any late payment fee shall only be calculated from the date of the retailer's decision; or</del></p>  | <p>This matter is now addressed in clause 37(3) of the amended Code.</p>             |
|   | <p><del>(iii)(ii) if the complaint has been made to the electricity industry ombudsman — the complaint has not been determined<sub>1</sub> or has been upheld by the electricity industry ombudsman (if a complaint has been made to the electricity ombudsman).</del></p>  | <p>Drafting changes.</p>   |
|   | <p><del>... If the complaint is determined by the electricity ombudsman in favour of the retailer, any late payment fee shall only be calculated from the date of the electricity ombudsman's decision; or</del></p> <p><u>or</u></p>   | <p>This matter is now addressed in clause 37(3) of the amended Code.</p>             |
|   | <p>(d) the <del>residential</del> customer is <del>assessed by the retailer under clause 6.1(1) as being in a customer experiencing</del> financial hardship.</p>   | <p>Drafting changes.</p>   |
| <p><del>5.6(2)</del><br/><u>37(2)</u></p> | <p>If a retailer has charged a late payment fee in the circumstances set out in subclause (1)(c)(ii) because the retailer was not aware of the complaint, the retailer <del>will</del> <u>does</u> not contravene subclause (1)(c)(ii) but must refund the late payment fee on the customer's next bill <u>(unless a fee is payable under subclause (3))</u>.</p>   | <p>Drafting changes.</p>   |
| <p><u>37(3)</u></p>                       | <p><u>If a complaint referred to in subclause (1)(c) is not</u></p>   | <p>Drafting changes. This</p>  |

| Clause                 |   | Reason for amendment   |
|------------------------|---|--|
|                        | <u>resolved in favour of the customer, any late payment fee must be calculated from the date of the retailer's or the electricity industry ombudsman's decision (as the case may be).</u>   | matter was previously addressed in clause 5.6(1)(c)(ii) and (iii). |
| 5.6(3)<br><u>37(4)</u> | If a retailer has charged a residential customer a late payment fee, the retailer must not charge an additional late payment fee in relation to the same bill within 5 business days <del>from the date of receipt of</del> <u>after the day on which the customer receives</u> the previous late payment fee notice.   | Drafting changes.  |
| 5.6(4)<br><u>37(5)</u> | A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a <del>year</del> <u>12-month period</u> .  | Drafting changes.  |
| 5.6(5)<br><u>37(6)</u> | If a residential customer has been assessed as <del>being in a</del> <u>customer experiencing</u> financial hardship <del>under clause 6.1(1),</del> a retailer must retrospectively waive any late payment fee charged under the <del>residential</del> customer's last bill <del>prior to</del> <u>before</u> the assessment <del>being</del> <u>was</u> made.  | Drafting changes.  |
| 5.7 <u>38</u>          | <b>Vacating a supply address*</b>   | Drafting changes.  |
| 5.7(1)<br><u>38(1)</u> | <p><del>Subject to —</del></p> <p><del>(a) — subclauses (2) and (4);</del></p> <p><del>(b) — a customer giving a retailer notice; and</del></p> <p><del>(c) — the customer vacating the supply address at the time specified in the notice,</del></p> <p><u>Except as set out in this clause, if a customer gives notice and vacates the supply address within the time specified in the notice, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from —</u></p> <p><del>(d)</del><u>(a) if the customer gave at least 5 days' notice —</u> the date <u>on which</u> the customer vacated the supply address, <del>if the customer gave at least 5 days' notice;</del> or</p> <p><del>(e)</del><u>(b) in any other case —</u> 5 days after the customer gave notice, <del>in any other case,</del></p> | Drafting changes.  |
|                        | <del>unless the retailer and the customer have agreed to an alternative date.</del>   | ECCC Final Review Report: recommendation 5(a)                      |
| 5.7(2)<br><u>38(2)</u> | If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate the supply address, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date <u>on which</u> the customer gave the retailer notice.  | Drafting changes.  |
| 5.7(3)<br><u>38(3)</u> | For the purposes of subclauses (1) and (2), notice is given if a customer —   | Drafting changes.  |
|                        | <p>(a) informs a retailer of the date on which the customer intends to vacate, or has vacated, the supply address; and</p> <p>(b) gives the retailer a forwarding address <u>(which may</u></p>   |  |

| Clause          |   | Reason for amendment   |
|-----------------|---|--|
|                 | <u>be an email address</u> to which a final bill may be sent.   |  |
| 5.7(4)<br>38(4) | <p><del>Notwithstanding</del> <u>Despite</u> subclauses (1) and (2), <del>if—</del></p> <p>(a) <del>a</del> <u>if the</u> retailer and a <u>new</u> customer enter into a <del>new</del> contract for the supply address, the retailer must not require the previous customer to pay for electricity consumed at the <del>customer's</del> supply address from the date <del>that the new contract on which the contract with the new customer</del> becomes effective; <u>and</u></p> <p>(b) <del>another</del> <u>if a new</u> retailer becomes responsible for the supply of electricity to the supply address, the previous retailer must not require the customer to pay for electricity consumed at the <del>customer's</del> supply address from the date <del>that on which the other new</del> retailer becomes responsible; <del>and</del></p> <p><del>(c) the supply address is disconnected, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date that disconnection occurred.</del></p> | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 48</p>  |
| 5.7(5)<br>38(5) | <del>Notwithstanding</del> <u>Despite</u> subclauses (1), (2) and (4), a retailer's right to payment does not terminate <del>with regard in relation</del> to any amount that was due up until the termination of the contract.   | Drafting changes.  |
| 5.8(1)<br>39(1) | <p>A retailer must not commence proceedings for recovery of a debt —</p> <p>(a) from a residential customer who has informed the retailer in accordance with clause <del>6.1(1)</del> <u>40</u> that the <del>residential</del> customer is ...</p> <p>... experiencing <del>payment difficulties or financial hardship</del> <u>payment problems</u>, unless and until the retailer has complied ...</p> <p>... with all the requirements of clause <del>6.1</del> <u>40</u> and (if applicable) clause <del>6.3</del> <u>41(3)</u>; and</p> <p>(b) while a residential customer continues to make payments under an alternative payment arrangement under Part 6.</p>   | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 50(f) – with drafting changes.</p> <p>The ECCC recommended deleting “payment difficulties or” so the clause would only apply to customers experiencing financial hardship. However, clause 40 of the amended Code applies to customers who have informed the retailer that they are experiencing payment problems. For consistency with clause 40, clause 39(1) of the amended Code refers to customers experiencing payment problems.</p> <p>Drafting changes.</p> |

| Clause                                     |   | Reason for amendment   |
|--|---|--|
| <del>5.8(3)</del><br><a href="#">39(3)</a> | If a customer with a debt owing to a retailer requests the retailer to transfer the debt to another customer, the retailer may transfer the debt to the other customer <del>provided that</del> <u>if</u> the retailer obtains the other customer's verifiable consent to the transfer.   | Drafting changes.  |
| Part 6                                     | <b>Payment <del>Difficulties &amp; Financial Hardship</del> <u>assistance</u></b>   | Drafting changes.  |
| <del>6.1(1)</del><br><a href="#">40(1)</a> | <del>If <u>Unless subclause (2) or (5) applies, if</u> a residential customer informs a retailer that the <del>residential</del> customer is experiencing payment problems, the retailer must, <del>(subject to clause 6.2) —</del></del>   | Drafting changes.  |
|  | <del>(a) within 5 business days, assess whether the <del>residential</del> customer is experiencing <del>payment difficulties or</del> financial hardship; <del>and</del></del>   | ECCC Final Review Report: recommendation 50(f)   |
|  | <del>(b) if the retailer cannot make the assessment within 5 business days, refer the residential customer to a relevant consumer representative to make the assessment.</del>  | ECCC Final Review Report: recommendation 51(a)   |
| <del>6.1(2)</del><br><a href="#">40(2)</a> | If a residential customer provides a retailer with an assessment from a relevant consumer representative the retailer may adopt that assessment as its own assessment for the purposes of subclause (1) <del>(a)</del> .  | Drafting changes.  |
| <del>6.1(3)</del><br><a href="#">40(3)</a> | When undertaking the assessment required by subclause (1) <del>(a), unless a retailer adopts an assessment from a relevant consumer representative,</del> the retailer must give reasonable consideration to —<br>(a) information —<br>(i) given by the residential customer; and<br>(ii) requested or held by the retailer; <del>or</del><br><u>or</u><br>(b) advice given by a relevant consumer representative (if any). | Drafting changes.<br>Includes ECCC advice: minor amendment, item B49   |
| <del>6.1(4)</del><br><a href="#">40(4)</a> | A retailer must, <u>on request,</u> advise a residential customer <del>on request</del> of ...<br>... the <del>details and</del> outcome of an assessment <del>carried out,</del> <u>including the reasons for the outcome of the assessment,</u> under subclause (1).  | Drafting changes.<br><br>To clarify that retailers must advise customers not only of the outcome, but also of the general reasons for the assessment (but not the full internal assessment). |
| <a href="#">40(5)</a>                      | <u>A retailer is not required to undertake an assessment under subclause (1) if the retailer has previously undertaken an assessment in relation to the customer unless the customer has indicated that there has been a change in their circumstances since that previous assessment.</u>  | ECCC Final Review Report: recommendation 52  |
| <del>6.2</del>                             | <b><del>Temporary suspension of actions</del></b><br><del>(1) If a retailer refers a residential customer to a relevant consumer representative under clause 6.1(1)(b) then</del>   | ECCC Final Review Report: recommendation 51(b)   |

| Clause     |  | Reason for amendment   |
|------------|--|--|
|            | <p><del>the retailer must grant the residential customer a temporary suspension of actions.</del></p> <p><del>(2) If a residential customer informs a retailer that the residential customer is experiencing payment problems under clause 6.1, and the residential customer —</del></p> <p><del>(a) requests a temporary suspension of actions; and</del></p> <p><del>(b) demonstrates to the retailer that the residential customer has made an appointment with a relevant consumer representative to assess the residential customer's capacity to pay,</del></p> <p><del>the retailer must not unreasonably deny the residential customer's request.</del></p> <p><del>(3) A temporary suspension of actions must be for at least 15 business days.</del></p> <p><del>(4) If a relevant consumer representative is unable to assess a residential customer's capacity to pay within the period referred to in subclause (3) and the residential customer or relevant consumer representative requests additional time, a retailer must give reasonable consideration to the residential customer's or relevant consumer representative's request.</del></p> |  |
| 6.3        | <p><b><del>Assistance to be offered</del></b></p> <p><del>(1) If the assessment carried out under clause 6.1 indicates to a retailer that a residential customer is experiencing —</del></p> <p><del>(a) payment difficulties, the retailer must —</del></p> <p><del>(i) offer the residential customer the alternative payment arrangements referred to in clause 6.4(1); and</del></p> <p><del>(ii) advise the residential customer that additional assistance may be available if, due to financial hardship, the residential customer would be unable to meet its obligations under an agreed alternative payment arrangement, or</del></p> <p><del>(b) financial hardship, the retailer must offer the residential customer —</del></p> <p><del>(i) the alternative payment arrangements referred to in clause 6.4(1); and</del></p> <p><del>(ii) assistance in accordance with clauses 6.6 to 6.9.</del></p> <p><del>(2) Subclause (1) does not apply if a retailer is unable to make an assessment under clause 6.1 as a result of an act or omission by a residential customer.</del></p>  | <p>ECCC Final Review Report: recommendation 50(a)</p> <p>A similar matter is addressed in clause 41(1) of the amended Code.</p> <p>ECCC Final Review Report: recommendation 53(a)</p> <p>A similar matter is addressed in clause 41(2) of the amended Code.</p> <p>Consequential amendment</p> |
| Division 2 | <p><b><del>Residential customers experiencing payment difficulties or financial hardship</del> <u>Payment assistance</u></b></p>   | Drafting changes.  |
| 6.4<br>41  | <p><b><del>Alternative payment arrangements</del> <u>Payment assistance</u></b></p>  | Drafting changes.  |
| 6.4(1)     | <p>A <u>Subject to this Division, a</u> retailer must <del>offer a</del></p>   | ECCC Final Review Report:  |

| Clause          |  | Reason for amendment   |
|-----------------|--|--|
| 41(1)           | <p><del>residential customer who is experiencing payment difficulties or financial hardship at least the following payment arrangements</del> <u>make the following available to residential customers</u> —</p> <p>(a) additional time to pay a bill; <del>and</del></p> <p>(b) <u>a payment plan for the amount owing.</u></p>   | recommendation 50(a)   |
|                 | <p><del>an interest free and fee free instalment plan or other arrangement under which the residential customer is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges) and is permitted to continue consumption. In this clause “fee” means any fee or charge in connection with the establishment or operation of the instalment plan or other arrangement which would not otherwise be payable if the residential customer had not entered into the instalment plan or other arrangement.</del></p> | ECCC Final Review Report: minor amendment, item U  |
| 41(2)           | <u>However, a customer is only entitled to select 1 option under subclause (1) once per bill.</u>  | ECCC Final Review Report: recommendation 50(a) <sup>16</sup>   |
| 41(3)           | <p><u>A retailer must offer a residential customer who is assessed as experiencing financial hardship at least the following (without the need for the customer to make a request) —</u></p> <p>(a) <u>a payment plan;</u></p> <p>(b) <u>assistance in accordance with clause 45.</u></p>  | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 53(a)<sup>17</sup></li> <li>• ECCC Final Review Report: minor amendment, item T</li> </ul> |
| 42              | <p><b><u>Limits to payment extensions</u></b></p> <p><u>If a residential customer has, in the previous 12 months, on at least 2 occasions, failed to pay a bill within a period of additional time made available under clause 41(1)(a), a retailer is not required to offer the customer additional time under clause 41(1)(a).</u></p>   | ECCC advice: recommendation 6  |
| 43              | <b><u>Payment plans</u></b>  | Drafting changes.  |
| 6.4(2)<br>43(1) | <p><del>When offering or amending an instalment plan, a A</del> retailer must —(a) ensure that <del>the instalment plan a</del> <u>payment plan for a residential customer</u> is fair and reasonable, taking into account —</p> <p>(a) information about <del>a residential the</del> customer’s capacity to pay <del>and consumption history,</del> and</p> <p>(b) <u>the amount of any arrears payable by the customer to date.</u></p>   | ECCC Final Review Report: recommendation 54(a)   |
|                 | <del>(b) — comply with subclause (3).</del>  | ECCC Final Review Report: minor amendment, item V  |
| 43(2)           | <u>A retailer must, in relation to a residential customer for whom a payment plan is being considered, offer the customer assistance to manage their bills for ongoing</u>   | ECCC Final Review Report: recommendation 54(b)   |

<sup>16</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B....

<sup>17</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B....

| Clause                                     |   | Reason for amendment   |
|--|---|--|
|  | <p><u>consumption during the period of the payment plan.</u><br/> <u>Examples for this subclause:</u><br/> A retailer may offer to assist a residential customer:</p> <p>(a) <u>by estimating the customer's consumption over the period of the plan and building this into any repayment schedule at the start of the plan; or</u><br/> (b) <u>by giving consideration to rolling new bills into the plan as time progresses.</u></p>  |  |
| <p><del>6.4(3)</del><br/> <u>43(5)</u></p> | <p>If a residential customer accepts <del>an instalment plan offered by a retailer a payment plan</del>, the retailer must, —<br/> <del>(a)</del> within 5 business days <del>of after</del> the residential customer <del>accepting accepts</del> the <del>instalment plan payment plan</del>, provide the residential customer with information ...</p>   | <p>Drafting changes.<br/> Includes ECCC advice: minor amendment, item B69</p>  |
|  | <p>... in writing <del>or by electronic means</del> that specifies —</p> <p><del>(i)(a)</del> the terms of the <del>instalment plan payment plan</del>, (including the number <del>and amount</del> of payments, <del>the amount of each payment, the duration of payments when each payment must be made</del> and how the payments are calculated); <del>and</del></p> <p><del>(ii)(b)</del> the consequences of not <del>adhering to complying with</del> the <del>instalment plan payment plan</del>; and</p> <p><del>(iii)(c)</del> the importance of <del>contacting making contact</del> with the retailer <del>to ask</del> for further assistance if the residential customer cannot <del>meet comply with</del>, or continue to <del>meet comply with</del>, the <del>instalment plan payment plan terms, and</del></p> | <p>ECCC Final Review Report: recommendation 3</p> <p>Drafting changes.<br/> Include ECCC advice: minor amendment, item B69</p> |
|  | <p><del>(b) — notify the residential customer in writing or by electronic means of any amendments to the instalment plan at least 5 business days before they come into effect (unless otherwise agreed with the residential customer) and provide the residential customer with information in writing or by electronic means that clearly explains and assists the residential customer to understand these changes.</del></p>  | <p>A similar matter is now addressed in clause 43(4) of the amended Code.</p>  |
| <p><del>6.4(4)</del><br/> <u>43(3)</u></p> | <p>If a residential customer has, in the previous 12 months, had 2 <del>instalment plans payment plans</del> cancelled due to non-payment, a retailer <del>does is</del> not <del>have required</del> to offer <del>that residential the</del> customer another <del>instalment plan payment plan under subclause (1), under this Division</del> unless the retailer is satisfied that the residential customer will comply with the <del>instalment plan payment plan</del>.</p>   | <p>ECCC Final Review Report: recommendation 50(b)</p>  |
| <p><del>6.4(5)</del><br/> <u>43(4)</u></p> | <p>For the purposes of subclause <del>(4)(3)</del>, cancellation does not include the <del>revision of an instalment plan variation of a payment plan</del> under clause <del>6.7 44</del>.</p>   | <p>Drafting changes.</p>   |
| <p><u>43(6)</u></p>                        | <p><u>However, the retailer is not required to comply with subclause (5) if the retailer has provided to the customer the information referred to in that subclause within the preceding 12 months.</u></p>   | <p>ECCC Final Review Report: recommendation 56</p>   |

| Clause        |   | Reason for amendment   |
|---------------|---|--|
| 6.5           | <p><b>Definitions</b><br/>In this division—</p> <p><del>“customer experiencing financial hardship” means a residential customer who has been assessed by a retailer under clause 6.1(1) as experiencing financial hardship.</del></p>   | This matter is now addressed in clause 3 of the amended Code.  |
| Division 3    | <p><del>Assistance</del> <b>Additional assistance</b> available to residential customers experiencing financial hardship</p>  | Drafting changes.  |
| Subdivision 4 | <p><del>Specific assistance available</del></p>   | Drafting changes.  |
| 6.6           | <p><b>Reduction of fees, charges and debt</b></p>   | Amendments to this clause are included in this table under new clause 44.  |
| 6.7<br>44     | <p><del>Revision of alternative payment arrangements</del><br/><b>Variation of payment plans</b></p>  | Drafting changes.  |
| 6.7<br>44     | <p><del>If a customer experiencing financial hardship, or a relevant consumer representative, reasonably demonstrates to a retailer that the customer is unable to meet the customer’s obligations under a payment arrangement under clause 6.4(1), the retailer must give reasonable consideration to—</del></p> <p><del>(a) offering the customer an instalment plan, if the customer had previously elected a payment extension; or</del></p> <p><del>(b) offering to revise the instalment plan, if the customer had previously elected an instalment plan.</del></p> <p><u>(1) A retailer must review a payment plan at the request of a residential customer.</u></p> <p><u>(2) A retailer is not required to undertake a review under subclause (1) on more than 2 occasions in any 12-month period (but may agree to undertake 1 or more additional reviews if the retailer thinks fit).</u></p> <p><u>(3) The retailer must offer to vary a payment plan if a review under subclause (1) indicates that the customer is unable to meet obligations under the payment plan.</u></p> | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendations 53(b), 57 and 58</li> <li>The amended clause applies to all residential customers, not only customers experiencing financial hardship.</li> <li>• ECCC advice: minor amendment, item A12 and B70</li> </ul>   |
|               | <p><u>(4) The retailer must, within 5 business days after the customer accepts an offer to vary the payment plan, provide the customer with information that clearly explains, and assists the customer to understand, the variation.</u></p>   | <p>A similar matter was previously addressed in clause 6.4(3)(b).</p> <p>Clause 6.4(3)(b) required the information to be given at least 5 business days before the variation took effect. This ensured that, if a retailer varied a payment plan without the customer’s agreement, the customer had 5 business days to contact the retailer about the variation.</p> |

| Clause  |  | Reason for amendment  |
|---|--|---|
|   |  | <p>Because all variations to a payment plan now require the customer's agreement, it is no longer necessary for information about variations to be given 5 business days before the variation takes effect. Therefore, the words "at least 5 business days before", in clause 6.4(3)(b), have been replaced with "within 5 business days after".</p> <p>This will allow any variation to a payment plan to take effect immediately.</p> |
|   | <p><a href="#">(5) The retailer must not vary a payment plan without the customer's agreement.</a></p> <p><a href="#">(6) An agreement under subclause (5) must relate to the particular variation rather than under a general agreement to future variations.</a></p> <p><a href="#">(7) Nothing in this clause prevents a retailer from cancelling a payment plan if the customer fails to comply with the payment plan.</a></p> | <p>ECCC Final Review Report: recommendations 53(b), 57 and 58<sup>18</sup></p> <p>ECCC advice: minor amendment, item B71</p>  |
| <p><del>6.6</del><br/><del>45</del></p>       | <p><b><u>Reductions of fees, charges and or debt and provision of advice</u></b></p>   | <ul style="list-style-type: none"> <li>ECCC Final Review Report: minor amendment, item W – with drafting changes.</li> <li>ECCC advice: minor amendment, item B52</li> </ul>  |
| <p><del>6.6(1)</del><br/><del>45(1)</del></p> | <p>A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative <u>for the customer</u>, for a reduction of the customer's fees, charges or debt.</p>   | <p>Drafting changes.</p>  |
| <p><del>6.6(2)</del><br/><del>45(2)</del></p> | <p>In <del>giving reasonable consideration</del> <u>acting</u> under subclause (1), a retailer <del>should refer to the</del> <u>must take into account its</u> hardship <u>policies and</u> procedures <del>referred to in clause 6.10(3)</del> <u>under clause 46</u>.</p>   | <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B73</p>   |
| <p><del>6.8</del><br/><del>45(3)</del></p>    | <p><b><u>Provision of information</u></b></p> <p>A retailer must advise a customer experiencing financial hardship of the —</p> <p>(a) customer's right to have <del>the</del> <u>a</u> bill redirected <u>to a different address (including an email address)</u> at no charge <del>to a third person</del>; <u>and</u></p>   | <p>ECCC advice: minor amendment, item B74</p> <p>Consequential amendment of ECCC Final Review Report: recommendation 47 (replace the words "third person" with "different address")</p>   |

<sup>18</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B...

| Clause                                      |  | Reason for amendment  |
|---|--|---|
|   | (b) payment methods available to the customer; <a href="#">and</a>   | Drafting change.  |
|   | (c) concessions <a href="#">that may be</a> available to the customer and how to access them; <a href="#">and</a>  | ECCC Final Review Report: minor amendment, item X   |
|   | (d) different types of <a href="#">tariffs that may be</a> <del>meters</del> available to the customer <del>and /-or tariffs (as applicable);</del> <a href="#">and</a>  | ECCC Final Review Report: recommendation 59   |
|   | (e) independent financial counselling services and relevant consumer representatives available to assist the customer; and   | -   |
|   | (f) availability of any other financial assistance <del>and grants schemes that ...</del>  | ECCC Final Review Report: minor amendment, item Y   |
|   | <del>... offered by</del> the retailer <del>should reasonably be aware of,</del> and ...   | ECCC Final Review Report: minor amendment, item Z   |
|   | <del>... how to access them</del> <a href="#">this assistance.</a>   | Drafting changes.   |
| 6.9   | <b>Payment in advance</b><br><del>(1) A retailer must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives.</del><br><del>(2) A retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers.</del> | ECCC Final Review Report: recommendation 60   |
| Subdivision 2                               | <b>Hardship policy and hardship procedures</b>   | Drafting changes.   |
| 6.10<br><a href="#">46</a>                  | <b>Obligation to develop hardship</b> <a href="#">Hardship policy and hardship procedures</a>  | Drafting changes.   |
| <del>6.10(1)</del><br><a href="#">46(1)</a> | A retailer must develop, <a href="#">maintain and implement</a> a hardship policy and hardship procedures to assist customers experiencing financial hardship ...  | ECCC Final Review Report: minor amendment, item AA  |
|   | <del>... in meeting to meet</del> their financial obligations and responsibilities to the retailer.  | Drafting changes.   |
| <del>6.10(2)</del><br><a href="#">46(2)</a> | The hardship policy must —<br><del>(a) be developed in consultation with relevant consumer representatives;</del>  | ECCC Final Review Report: minor amendment, item BB.<br>This matter is now addressed in clause 46(5)(a) of the amended Code. |
|   | <del>(b)(a)</del> include a statement encouraging customers to contact <del>their the</del> retailer if <del>a customer is having trouble they are experiencing problems</del> paying <del>the retailer's their</del> bill; <a href="#">and</a>  | Drafting changes.<br>Includes ECCC advice: minor amendment, item B75  |
|   | <del>(c)(b)</del> include a statement advising that the retailer will treat all customers sensitively and respectfully; <a href="#">and</a>  |   |
|   | <del>(d)(c)</del> include a statement that the retailer may reduce <del>and/or</del> waive fees, charges <del>and or</del> debt; <a href="#">and</a>   |   |

| Clause   |   | Reason for amendment  |
|--|---|---|
|  | <del>(e)</del> (d) include an objective set of hardship indicators; <a href="#">and</a>   |   |
|  | <del>(f)</del> (e) include —<br>(i) an overview of the <a href="#">payment and other assistance available to customers in financial hardship or payment difficulties</a> ...  | ECCC Final Review Report: recommendation 50(g)  |
|  | ... <del>in accordance with Part 6 of the Code under this Part</del> (other than the retailer's requirement to advise the customer of the ability to pay in advance and the matters referred to in <del>clauses 6-8</del> <a href="#">clause 45(3)</a> (a), (b) and (d)); <a href="#">and</a> | Drafting changes.   |
|  | (ii) <a href="#">a statement</a> that the retailer offers residential customers the right to pay their bill by Centrepay; and   | ECCC Final Review Report: minor amendment, item CC  |
|  | (iii) a statement that the retailer is able to provide further details <a href="#">on request</a> ; <a href="#">and</a>   | Drafting changes.   |
|  | <del>(g)</del> (f) include an overview of any concessions that may be available to the retailer's customers; <a href="#">and</a>  | Drafting change.  |
|  | <del>(h)</del> (g) include —<br>(i) the <a href="#">telephone number for interpreter services, identified by the National Interpreter Symbol with the words "Interpreter Services"</a> ; <a href="#">and</a>  | ECCC Final Review Report: minor amendment, item DD  |
|  | <del>(ii) information on the availability of independent multi-lingual services; and</del>  | ECCC Final Review Report: minor amendment, item EE  |
|  | <del>(iii)</del> (ii) <del>information on the availability of TTY services</del> <a href="#">the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment</a> ; <a href="#">and</a>   | ECCC Final Review Report: recommendation 4  |
|  | <del>(i) be available on the retailer's website;</del>  | ECCC Final Review Report: minor amendment, item FF.<br>This matter is now addressed in clause 68(1)(c) of the amended Code. |
|  | <del>(j)</del> (h) <a href="#">for printed copies of the hardship policy</a> — be available in large-print copies; and  | ECCC Final Review Report: recommendation 61   |
|  | <del>(k)</del> (i) include a statement specifying how the retailer will treat information disclosed by the customer to the retailer and information held by the retailer in relation to the customer.   | -   |
| <a href="#">6.10(3)</a><br><a href="#">46(3)</a> | The hardship procedures must —<br><del>(a) be developed in consultation with relevant consumer representatives;</del>   | ECCC Final Review Report: minor amendment, item BB.<br>This matter is now   |

| Clause           |   | Reason for amendment  |
|------------------|---|---|
|                  |   | addressed in clause 46(5) of the amended Code.  |
|                  | <p><del>(b)</del>(a) provide for the training of staff <u>(including call centre staff, field officers and all subcontractors employed to engage with customers experiencing financial hardship) about issues related to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship; —</u></p> <p><del>(i) — including call centre staff, all subcontractors employed to engage with customers experiencing financial hardship and field officers;</del></p> <p><del>(ii) — on issues related to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship; and</del></p> <p><del>(c) — Not Used</del></p> | Drafting changes.   |
|                  | <p><del>(d)</del>(b) include guidance —</p> <p>(i) that assists the retailer in identifying residential customers who are experiencing financial hardship; <u>and</u></p> <p>(ii) that assists the retailer...</p>  | ECCC Final Review Report: minor amendment, item GG  |
|                  | <p>... in determining a residential customer's usage needs and capacity to pay when determining the <del>conditions</del> <u>terms</u> of an <del>instalment plan</del> <u>a payment plan</u>; <u>and</u></p> <p>(iii) <del>for</del> <u>about the</u> suspension of disconnection and debt recovery procedures; <u>and</u></p> <p>(iv) <del>on</del> <u>about</u> the reduction <del>and/or</del> waiver of fees, charges <del>and</del> <u>or</u> debt; and</p> <p>(v) <del>on</del> <u>about</u> the recovery of debt; <u>and</u></p> <p><del>(e)</del>(c) require that the retailer's credit management staff have a direct telephone number and that <u>the</u> number be provided to relevant consumer representatives; <u>;</u></p>            | Drafting changes.<br>Includes ECCC advice: minor amendment, item B76  |
| 6.10(4)          | <del>If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge.</del>  | ECCC Final Review Report: minor amendment, item FF. A similar matter is now addressed in clause 68(1)(c) of the amended Code. |
| 6.10(5)          | <del>Not Used</del>   | Drafting changes.   |
| 6.10(6)<br>46(6) | <p>If directed by the Authority, a retailer must, <u>within a period specified by the Authority —</u></p> <p>(a) review its hardship policy <del>and</del> <u>or</u> hardship procedures; <u>and</u></p> <p>(b) <del>in consultation</del> <u>consult</u> with relevant consumer representatives <u>for the purposes of the review</u>; and</p> <p>(c) submit <del>to the Authority</del> the results of <del>that</del> <u>the</u> review</p>  | Drafting changes.   |

| Clause           |   | Reason for amendment   |
|------------------|---|--|
|                  | <u>to the Authority ...</u>   |  |
|                  | ... <del>within 5 business days after it is completed.</del>  | ECCC Final Review Report: recommendation 62  |
| 6.10(7)          | <del>A retailer must comply with the Authority's <i>Financial Hardship Policy Guidelines</i>.</del>   | ECCC advice: recommendation 7  |
| 46(4)            | <u>A retailer must consult with relevant consumer representatives when the retailer is —</u><br><u>(a) developing a hardship policy or hardship procedures; or</u><br><u>(b) making a material amendment to its hardship policy.</u>            | ECCC advice: recommendation 7<br>ECCC Final Review Report: minor amendment, item BB.<br>These matters were previously addressed in clauses 6.10(2)(a), (3)(a) and (8). |
| 6.10(8)<br>46(5) | <u>A retailer must —</u><br><u>(a) provide a copy of its hardship policy to the Authority; and</u>  | To ensure retailers do not only provide a copy of their amended hardship policy to the ERA, but also a copy of their initial hardship policy.                          |
|                  | <del>If a retailer makes a material amendment to the retailer's hardship policy, ...</del>  | Drafting changes.  |
|                  | ... <del>the retailer must consult with relevant consumer representatives, and ...</del>  | ECCC Final Review Report: minor amendment, item BB.<br>This matter is now addressed in clause 46(5) of the amended Code.   |
|                  | <u>(b) submit to the Authority provide</u> a copy of the <del>retailer's</del> amended <del>hardship</del> policy <u>to the Authority if it makes a material amendment to the policy ...</u>  | Drafting changes.  |
|                  | ... <del>within 5 business days of the amendment.</del>   | ECCC Final Review Report: recommendation 63  |
| Part 7           | <b>Disconnection <del>and interruption</del></b>  | Amended Part 7 only deals with disconnections.   |
| Division 1       | <b>Conduct in relation to disconnection <del>or interruption</del></b>  | Amended Part 7 only deals with disconnections.   |
| 7.1(1)<br>48(1)  | <del>Prior to</del> <u>Before</u> arranging for <u>the</u> disconnection of a customer's supply address for failure to pay a bill, a retailer must —<br>(a) <del>give the customer a reminder notice</del> , not less than 15 business days ... | Drafting changes.  |
|                  | ... from the <del>date of dispatch of the bill</del> <u>issue date</u> , ...  | ECCC advice: minor amendment, item A13   |
|                  | ... <del>including—</del> <u>give to the customer a written notice (a reminder notice) that sets out —</u><br>(i) the retailer's telephone number for billing and payment enquiries; and  | Drafting changes.<br>Includes ECCC advice: minor amendment, item B77   |

| Clause                                    |   | Reason for amendment  |
|---|---|---|
|   | <p>(ii) <del>advice on</del> how the retailer may assist <del>in the event if</del> the customer ...</p> <p>... is experiencing <del>payment difficulties or financial hardship</del> <u>problems paying the bill</u>; <u>and</u></p> <p>(b) use its best endeavours to contact the customer to advise of the proposed disconnection; and</p> <p>(c) give the customer a disconnection warning, not less than 20 business days from the <del>date of dispatch of the bill</del> <u>issue date</u>, advising the customer —</p> <p>(i) that the retailer may disconnect the customer's <u>supply address</u> with at least 5 business days' notice to the customer; and</p> <p>(ii) of the existence and operation of complaint handling processes, including the existence and operation of the electricity <u>industry</u> ombudsman and the <del>Freecall telephone number of</del> <u>contact details for</u> the electricity <u>industry</u> ombudsman.</p>                   | <p>ECCC Final Review Report: recommendation 50(d)</p> <p>ECCC advice: minor amendment, item A13</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, items B78 and B79</p> |
| <p><del>7.1(2)</del><br/><u>48(2)</u></p> | <p>For the purposes of subclause (1), a customer has failed to pay for a <del>retailer's</del> bill if the customer has not —</p> <p>(a) paid the <del>retailer's</del> bill by the due date; <u>or</u></p> <p>(b) agreed with the retailer to an offer of <del>an instalment plan</del> <u>a payment plan</u> or other payment arrangement to pay the <del>retailer's</del> bill; or</p> <p>(c) adhered to the customer's obligations to make payments in accordance with an agreed <del>instalment plan</del> <u>payment plan</u> or other payment arrangement relating to the payment of the <del>retailer's</del> bill.</p>   | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B80</p>  |
| <p><del>7.2(1)</del><br/><u>49</u></p>    | <p><del>Notwithstanding</del> <u>Despite</u> clause <del>7.1 48</del>, a retailer must not arrange for the disconnection of a customer's supply address for failure to pay a bill —</p> <p>(a) within 1 business day after the expiry of the period referred to in the disconnection warning; <u>or</u></p> <p>(b) <del>if the retailer has made the residential customer an offer in accordance with clause 6.4(1) and the residential customer —</del></p> <p><del>(i) has accepted the offer before the expiry of the period specified by the retailer in the disconnection warning; and</del></p> <p><del>(ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the retailer in the disconnection warning;</del></p> <p><u>if the customer is adhering to the customer's obligation to make payments in accordance with an agreed payment plan or other payment arrangement relating to the payment of the bill; or</u></p> | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 64 – with drafting changes.<sup>19</sup></p>   |

<sup>19</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B...

| Clause    |   | Reason for amendment  |
|-----------|---|---|
|           | <p>(c) <del>if the amount outstanding is less than an amount approved and published by the Authority in accordance with subclause (2) and the customer has agreed with the retailer to repay the amount outstanding;</del><br/> <u>if –</u><br/>           (i) <u>the customer is a residential customer; and</u><br/>           (ii) <u>the outstanding amount is less than \$300; and</u><br/>           (iii) <u>the customer contacts and agrees with the retailer to pay this amount;</u><br/> <u>or</u></p> <p>(d) if the customer <del>has made an application for a concession informs the retailer, or the retailer is otherwise aware, that the customer has applied for a concession</del> and a decision on the application has not <del>yet</del> been made; <u>or</u></p> <p>(e) if <u>the amount</u> the customer <del>has failed</del> <u>fails</u> to pay <del>an amount which</del> does not relate to the supply of electricity; or</p> <p>(f) if <del>the supply address does not relate to</del> the bill <u>does not relate to the supply address, unless other than if</u> the <del>amount outstanding bill</del> relates to a supply address previously occupied by the customer.</p> | <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 66(a) – with drafting changes.<sup>20</sup></li> </ul> <p>Amended subclause (c) does not apply to residential customers who have refused to enter into an instalment plan, or who have entered into an instalment plan but have defaulted on their plan (as the customer must have “agreed with the retailer to pay the amount outstanding”).</p> <ul style="list-style-type: none"> <li>ECCC advice: recommendation 8</li> </ul> <p>ECCC Final Review Report: recommendation 65 – with drafting changes.<br/>Includes ECCC advice: minor amendment, item B...</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B...</p> <p>ECCC Final Review Report: minor amendment, item JJ – with drafting changes.</p> |
| 7.2(2)    | <del>For the purposes of subclause (1)(c), the Authority may approve and publish, in relation to failure to pay a bill, an amount outstanding below which a retailer must not arrange for the disconnection of a customer’s supply address.</del>   | ECCC Final Review Report: recommendation 66(b)  |
| 7.3<br>50 | <p>(1) <del>¶ This clause applies if</del> a retailer and a residential customer have entered into —</p> <p>(a) a dual fuel contract; or</p> <p>(b) separate contracts for the supply of electricity and the supply of gas, under which —</p> <p>(i) a single bill for energy is <u>issued to the customer</u>; or</p> <p>(ii) separate, simultaneous bills for electricity and gas are, <u>issued to the customer.</u></p> <p><del>issued to the residential customer,</del></p> <p>(2) <del>the</del> <u>The</u> retailer must not arrange for disconnection of the <del>residential</del> customer’s supply address for failure to pay a bill within 15 business days from the</p>   | Drafting changes  |

<sup>20</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B...

| Clause                     |  | Reason for amendment   |
|----------------------------|--|--|
|                            | date of disconnection of the <del>residential</del> customer's gas supply.   |  |
| 7.4(1)<br><u>51(1)-(2)</u> | <p>(1) <del>A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter, unless —</del></p> <p><del>(a) the customer has denied access for at least 9 consecutive months;</del></p> <p><u>Subclause (2) applies if, for at least 9 consecutive months, a customer does not provide the retailer or distributor (or a representative of the retailer or distributor) safe access to the customer's supply address for the purposes of reading a meter at the supply address.</u></p> <p><u>(2) If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address if</u><br/>=</p> <hr/> <p><del>(b)(a) the retailer has, prior to giving the customer a disconnection warning under subclause (f), ...</del></p> <hr/> <p><u>... on at least <del>once</del> 1 occasion, <del>given</del> gives the customer <del>in writing 5 business days</del> <u>written</u> notice —</u></p> <p><del>(i) advising the customer of the next date or timeframe of a scheduled meter reading at the supply address;</del></p> <p><del>(ii) requesting access to the meter at the supply address for the purpose of the scheduled meter reading; and</del></p> <p><u>(i) giving at least 5 business days' notice of a date on which, or a timeframe during which, the customer is requested to provide safe access to the supply address in order for the retailer or distributor (or a representative) to gain access to the meter; and</u></p> <hr/> <p><u>(ii) if appropriate, informing the customer of the availability of alternative meters that are suitable to the customer's supply</u></p> | <p>Drafting changes.</p> <p>ECCC advice, minor amendment, items B85 and B86</p> <hr/> <p>ECCC Final Review Report: recommendation 68</p> <p>Instead of inserting the words "prior to giving the customer a disconnection warning under subclause (f)," in paragraphs (c) and (e) (<i>now (b) and (c)</i>) the words have been deleted from paragraph (b) (<i>now (a)</i>). The order of subclause (2) makes it clear that paragraphs (b), (c) and (e) (<i>now (a) to (c)</i>) must be addressed before the retailer may give the customer a disconnection warning under paragraph (f) (<i>now (d)</i>).</p> <hr/> <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B87</p> <hr/> <p>Drafting changes.</p> <p>A similar matter was</p> |

| Clause |   | Reason for amendment  |
|--------|---|---|
|        | <p><a href="#">address; and</a></p> <p>(iii) advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide <a href="#">safe</a> access to the meter <a href="#">in accordance with the requirements of the notice or by providing reasonable alternative access arrangements</a>;</p> <p><a href="#">and</a></p> <p><del>(e)(b) the retailer has given</del> the customer <del>an opportunity fails</del> to provide <a href="#">safe access in accordance with the requirements of the notice, or</a> reasonable alternative access arrangements; <a href="#">within a reasonable time after notice is given under paragraph (a); and</a></p> <p><del>(d) — where appropriate, the retailer has informed the customer of the availability of alternative meters which are suitable to the customer's supply address;</del></p> <p><del>(e)(c)</del> the retailer <del>has used</del> <a href="#">uses</a> its best endeavours to contact the customer to advise of the proposed disconnection <a href="#">on account of that failure</a>; and</p> <p><del>(f)(d)</del> the retailer <del>has given</del> <a href="#">gives</a> the customer a disconnection warning with at least 5 business days' notice of its intention to arrange for disconnection.</p> | <p>previously addressed in clause 7.4(1)(d).</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, items B87 and B88</p> <p>Drafting changes.<br/>A similar matter is now addressed in clause 51(2)(a)(ii) of the amended Code.</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, items B89 and B90</p> |
| 7.4(2) | <del>A retailer may arrange for a distributor to carry out 1 or more of the requirements referred in subclause (1) on behalf of the retailer.</del>   | Unnecessary. A person may always engage another person to carry out one of more of the Code requirements.   |
| 51(3)  | <p><a href="#">Subclause (4) applies if a customer has not provided the retailer or distributor (or a representative of the retailer or distributor) safe access to the customer's supply address for the purposes of —</a></p> <p><a href="#">(a) testing, maintaining, inspecting, altering or replacing a meter at the supply address; or</a></p> <p><a href="#">(b) checking the accuracy of the customer's consumption at the supply address.</a></p>  | <p>ECCC Final Review Report: recommendation 67 – with drafting changes.<br/>ECCC advice: minor amendment, item B91</p>  |
| 51(4)  | <p><a href="#">If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address if —</a></p> <p><a href="#">(a) the retailer has, on at least 1 occasion, given the customer written notice —</a></p> <p><a href="#">(i) stating the matter giving rise to the potential</a></p>  | <p>ECCC Final Review Report: recommendation 67 – with drafting changes.<sup>21</sup><br/>ECCC advice: minor amendment, items B92 and</p>  |

<sup>21</sup> Includes drafting changes proposed in ECCC advice: minor amendment, items B61, B62 and B....

| Clause                 |   | Reason for amendment  |
|------------------------|---|---|
|                        | <p><u>disconnection of the supply address; and</u></p> <p>(ii) <u>giving at least 5 business days' notice of a date on which, or a timeframe during which, the customer is requested to provide safe access to the supply address; and</u></p> <p>(iii) <u>advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide safe access in accordance with the requirements of the notice or by providing reasonable alternative access arrangements;</u></p> <p>and</p> <p>(b) <u>the customer fails to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a).</u></p>  | <p>B93</p> <p>The requirements for a disconnection warning issued under clause 51(4)(a) of the amended Code are similar to the requirements for a disconnection warning issued under clause 51(2)(a) of the amended Code.</p> |
| Subdivision 3          | <del>Disconnection or interruption for emergencies</del>  | Drafting changes.   |
| 7.5                    | <p><del>General requirements</del></p> <p><del>If a distributor disconnects or interrupts a customer's supply address for emergency reasons, the distributor must—</del></p> <p>(a) <del>provide, by way of a 24-hour emergency line at the cost of a local call (excluding mobile telephones), information on the nature of the emergency and an estimate of the time when supply will be restored; and</del></p> <p>(b) <del>use its best endeavours to restore supply to the customer's supply address as soon as possible.</del></p>  | This matter is now addressed in clause 80 of the amended Code.  |
| Division 2             | <del>Limitations</del> <u>Limits on disconnection</u>   | Drafting changes.   |
| 7.6<br><u>52</u>       | <del>General</del> <u>limitations</u> <u>limits on disconnection</u>  | Drafting changes.   |
| 7.6(1)<br><u>52(1)</u> | <p><del>Subject to</del> <u>Unless</u> subclause (3) <u>applies</u>, a retailer must not arrange for <u>the</u> disconnection of a customer's supply address if —</p> <p>(a) <u>the customer makes</u> a complaint <del>has been made</del> to the retailer <u>that is</u> directly related to the reason for the proposed disconnection <u>and the complaint has not been resolved by the retailer</u>; or</p> <p>(b) the retailer is notified by the distributor, electricity <u>industry</u> ombudsman or an external dispute resolution body that <del>there is</del> <u>the customer has made</u> a complaint, <u>that is</u> directly related to the reason for the proposed disconnection <u>and the complaint has not been resolved by the distributor or determined by the electricity industry ombudsman or external dispute resolution body (as the case may be)</u>, <del>that has been made to the distributor, electricity ombudsman or external dispute resolution body;</del> <u>or</u> <del>and the complaint is not resolved by the retailer or distributor or determined by the electricity ombudsman or</del></p> | <p>Drafting changes.</p> <p>ECCC advice, minor amendment, items B96, B97, B98 and B99</p>   |

| Clause                 |  | Reason for amendment  |
|------------------------|--|---|
|                        | <p><del>external dispute resolution body.</del></p> <p><u>(c) the supply address is a life support equipment address.</u></p>  | ECCC Final Review Report: recommendation 70(a) – with drafting changes.   |
| 7.6(2)<br><u>52(2)</u> | <p><del>Subject to Unless</del> subclause (3) <u>applies</u>, a distributor must not disconnect a customer's supply address —</p> <p>(a) if —</p> <p>(i) <u>the customer has made</u> a complaint <del>has been made</del> to the distributor <u>that is</u> directly related to the reason for the proposed disconnection <u>and the complaint has not been resolved by the distributor</u>; or</p> <p>(ii) the distributor <del>is</del> <u>has been</u> notified by a retailer, the electricity <u>industry</u> ombudsman or an external dispute resolution body that <del>there is</del> <u>the customer has made</u> a complaint, <u>that is</u> directly related to the reason for the proposed disconnection <u>and the complaint has not been resolved by the retailer or determined by the electricity industry ombudsman or external dispute resolution body (as the case may be)</u>; <del>that has been made to the retailer, electricity ombudsman or external dispute resolution body;</del></p> <p><del>and the complaint is not resolved by the retailer or distributor or determined by the electricity ombudsman or external dispute resolution body;</del></p> <p>or</p> <p><u>(b) if the supply address is a life support equipment address; or</u></p> <p><del>(b)(c)</del> during <del>any time</del> <u>a protected period unless</u> —</p> <p><del>(i) — after 3.00 pm Monday to Thursday;</del></p> <p><del>(ii) — after 12.00 noon on a Friday; or</del></p> <p><del>(iii) — on a Saturday, Sunday, public holiday or on the business day before a public holiday,</del></p> <p><del>unless —</del></p> <p><del>(iv)(i)</del> <u>(i)</u> the customer is a business customer; and</p> <p><del>(v)(ii)</del> <u>(ii)</u> the business customer's normal trading hours <u>fall within a protected period and do not fall within any other period; and —</u></p> <p><del>(A) — fall within the time frames set out in subclause (b)(i) (ii) or (iii); and</del></p> <p><del>(B) — do not fall within any other time period;</del></p> <p><del>and</del></p> <p><del>(vi)(iii)</del> <u>(iii)</u> it is not practicable for the distributor to disconnect <u>the supply address</u> at any other time.</p> | <p>Drafting changes.</p> <p>ECCC advice, minor amendment, items B96, B97, B98 and B99</p> <p>• ECCC Final Review Report: recommendation 70(b) – with drafting changes.</p> <p>Drafting changes.</p> |

| Clause   |   | Reason for amendment  |
|--|---|---|
| <p><del>7.6(3)</del><br/><u>52(3)</u></p>                    | <p><del>A retailer or a distributor may arrange for disconnection or interruption of a customer's supply address if —</del><br/><u>Subclauses (1) and (2) do not apply if —</u></p> <p>(a) the disconnection <del>was</del> <u>is</u> requested by the customer; or</p> <p>(b) <del>the disconnection or interruption was carried out for emergency reasons.</del> <u>there is a health or safety reason warranting the disconnection; or</u></p> <p>(c) <u>there is an emergency warranting disconnection; or</u></p> <p>(d) <u>electricity has been illegally consumed at the supply address.</u></p>   | <p>ECCC Final Review Report: recommendation 69(a) – with drafting changes.</p> <p>ECCC Final Review Report: recommendation 69(b)</p>    |
| <p>7.7</p>   | <p><b>Life support</b></p>  | <p>ECCC Final Review Report: minor amendment, item KK</p> <p>This matter is now addressed in Part 11 of the amended Code.</p>           |
| <p>8.1<br/><u>53</u></p>                                     | <p><b>Reconnection by retailer*</b> <u>Obligation on retailer to arrange reconnection</u></p>   | <p>Drafting changes.</p>  |
| <p><del>8.1(1)</del><br/><u>53(1)</u><br/><u>and (2)</u></p> | <p><del>If a retailer has arranged for disconnection of a customer's supply address due to —</del></p> <p>(a) <del>failure to pay a bill, and the customer has paid or agreed to accept an offer of an instalment plan, or other payment arrangement;</del></p> <p>(b) <del>the customer denying access to the meter, and the customer has subsequently provided access to the meter; or</del></p> <p>(c) <del>illegal use of electricity, and the customer has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,</del><br/><del>the retailer must arrange for reconnection of the customer's supply address, subject to —</del></p> <p>(d) <del>the customer making a request for reconnection; and</del></p> <p>(e) <del>the customer —</del></p> <p style="padding-left: 20px;"><del>(i) paying the retailer's reasonable charge for reconnection, if any; or</del></p> <p style="padding-left: 20px;"><del>(ii) accepting an offer of an instalment plan a payment plan for the retailer's reasonable charges for reconnection, if any.</del></p> <p><u>(1) This clause applies if —</u></p> <p style="padding-left: 20px;"><u>(a) a customer's supply address has been disconnected by, or at the request of, a retailer; and</u></p> <p style="padding-left: 20px;"><u>(b) the customer has —</u></p> <p style="padding-left: 40px;"><u>(i) if relevant, rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer; and</u></p> <p style="padding-left: 40px;"><u>(ii) made a request for reconnection; and</u></p> <p style="padding-left: 40px;"><u>(iii) paid the retailer's charge for reconnection (if any), or entered into a payment plan for those charges.</u></p> | <p>ECCC Final Review Report: recommendation 77(a) – with drafting changes.</p> <p>ECCC advice, minor amendment, items B101 and 102.</p> |

| Clause                 |   | Reason for amendment  |
|------------------------|---|---|
|                        | <u>(2) The retailer must arrange for the customer's supply address to be reconnected.</u>   |   |
| 8.1(2)<br><u>53(3)</u> | For the purposes of subclause <del>(1)</del> <u>(2)</u> , a retailer must forward the <u>customer's</u> request for reconnection to the <del>relevant</del> distributor —<br>(a) <del>that same business day</del> , if the request is received before 3 pm on a business day <u>— on that same day</u> ; or<br>(b) <del>no later than 3 pm on the next business day</del> , if the request is received —<br>(i) <u>on or</u> after 3 pm on a business day; or<br>(ii) <u>on a Saturday, a Sunday or a public holiday throughout the State — no later than 3 pm on the next business day.</u> | ECCC Final Review Report: recommendation 77(b) – with drafting changes.<br>Includes ECCC advice: minor amendment, item B103 |
| 8.1(3)<br><u>53(4)</u> | <del>If a retailer does not forward the request for reconnection to the relevant distributor within the timeframes in subclause (2), the retailer will not be in breach of this clause 8.1 if the retailer causes</del> <u>Alternatively, a retailer may cause</u> the customer's supply address to be reconnected <del>by the distributor</del> within the timeframes <u>that apply under clause 54(4)(a) or (b) in clause 8.2(2) as if the distributor had received the request for reconnection from the retailer in accordance with subclause (2).</u>                                    | ECCC Final Review Report: recommendation 77(b) – with drafting changes.   |
| 8.2<br><u>54</u>       | <b><u>Reconnection by distributor</u></b> <b><u>Obligation on distributor to reconnect supply address</u></b>   | Drafting changes.   |
| 8.2(1)<br><u>54(1)</u> | <del>If a distributor has disconnected a customer's supply address on request by the customer's retailer, and a retailer has subsequently requested the distributor to reconnect the customer's supply address, the A</del> distributor must reconnect <u>the a</u> customer's supply address: <del>if —</del><br>(a) <u>the supply address was disconnected by the distributor at the request of the retailer; and</u><br>(b) <u>the retailer forwards the customer's request for reconnection to the distributor under clause 53.</u>   | ECCC Final Review Report: recommendation 78(a) – with drafting changes.<br>ECCC advice: minor amendment, item B104          |
| 54(2)                  | <u>Subclause (3) applies if —</u><br>(a) <u>a customer's supply address has been disconnected by a distributor otherwise than at the request of a retailer; and</u><br>(b) <u>the customer —</u><br>(i) <u>if relevant, rectifies the matter that led to the disconnection; and</u><br>(ii) <u>makes a request for reconnection; and</u><br>(iii) <u>pays the distributor's charge for reconnection (if any).</u>   | ECCC Final Review Report: recommendation 78(b) – with drafting changes.   |
| 54(3)                  | <u>The distributor must reconnect the customer's supply address.</u>  | ECCC Final Review Report: recommendation 78(a) and (b) – with drafting changes.   |
| 8.2(2)<br><u>54(4)</u> | For the purposes of subclauses <u>(1) and (3)</u> , a distributor must reconnect a customer's supply address —  | ECCC Final Review Report: recommendation 78(c) –  |

| Clause  |  | Reason for amendment  |
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|   | <p>(a) <del>for supply addresses if the supply address is</del> located within the metropolitan area —</p> <p>(i) <del>within 1 business day of receipt of the request,</del> if the request is received <del>prior to</del> before 3 pm on a business day <del>— within 1 business day after receipt of the relevant request;</del> and</p> <p>(ii) <del>within 2 business days of receipt of the request,</del> if the request is received on or after 3 pm on a business day or on a Saturday, a Sunday or a public holiday throughout the State <del>— within 2 business days after receipt of the relevant request;</del></p> <p>or</p> <p>(b) <del>for supply addresses if the supply address is</del> located within the a regional area —</p> <p>(i) if the request is received before 3 pm on a business day <del>—</del> within 5 business days of after receipt of the relevant request, <del>if the request is received prior to 3pm on a business day;</del> and</p> <p>(ii) <del>within 6 business days of receipt of the request,</del> if the request is received on or after 3 pm on a business day, or on a Saturday, a Sunday or a public holiday throughout the State <del>— within 6 business days after receipt of the relevant request.</del></p> | <p>with drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B107</p>                                   |
| <p><del>8.2(3)</del><br/><del>54(5)</del></p> | <p>Subclause <del>(2)</del>(4) does not apply in the event case of an emergency.</p>   | <p>ECCC Final Review Report: recommendation 78(c) – with drafting changes.</p>  |
| <p><del>9.1(1)</del><br/><del>55</del></p>    | <p><del>Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the Code</del> The following provisions do not apply to a pre-payment meter customer: —</p> <p>(a) clauses 9(2) and 10(3);</p> <p>(b) Parts 4, 5, 7, 8 and 11;</p> <p>(c) Part 6 (other than clause 46);</p> <p>(d) clause 72.</p>  | <ul style="list-style-type: none"> <li>• Drafting changes.</li> <li>• ECCC advice: minor amendment, item B70</li> </ul> |
| <p><del>9.1(2)</del></p>                      | <p><del>A distributor may only operate a pre-payment meter, and a retailer may only offer a pre-payment meter service, in an area that has been declared by the Minister by notice published in the Government Gazette.</del></p>  | <p>ECCC advice: recommendation 9</p>  |
| <p><del>9.2(1)</del><br/><del>56(1)</del></p> | <p>A retailer must not provide a pre-payment meter service at a residential customer’s supply address without the verifiable consent of the residential customer or the residential customer’s nominated representative</p>  | <p>Drafting changes.</p>  |
| <p><del>9.2(3)</del></p>                      | <p><del>Not used.</del></p>  | <p>Drafting changes.</p>  |
| <p><del>9.3</del> 57</p>                      | <p><b>Provision of mandatory information</b></p>   | <p>Drafting change.</p>   |
| <p><del>9.3(1)</del><br/><del>57(1)</del></p> | <p>A retailer must, advise on request by a residential customer <del>who requests information on the use of a pre-payment meter,</del> provide at no charge and in clear, simple and concise language <del>the following information in relation</del></p>   | <p>Drafting changes.</p> <p>Includes ECCC advice: minor amendment, item B...</p>  |

| Clause   |  | Reason for amendment  |
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|  | <p><a href="#">to the use of a pre-payment meter</a> —</p> <p>(a) <del>of</del> all applicable tariffs, fees and charges payable by the <del>residential</del> customer and the basis for the calculation of those charges;</p> <p>(b) <del>of</del> the tariffs, fees and charges applicable to <del>a the</del> pre-payment meter service relative to relevant tariffs, fees and charges <del>which that</del> would apply to <del>that residential the</del> customer if no pre-payment meter was operating at the <del>residential</del> customer's supply address;</p> <p>(c) <del>of</del> the retailer's charges, or its best estimate of those charges, to replace <a href="#">the pre-payment meter with a standard meter</a> or <a href="#">to switch a the</a> pre-payment meter to a standard meter;</p> <p>(d) how <del>a the</del> pre-payment meter is operated;</p> <p>(e) how the <del>residential</del> customer may recharge the pre-payment meter (including details of cost, location and business hours of recharge facilities);</p> <p>(f) <del>of</del> the emergency credit facilities applicable to <del>a the</del> pre-payment meter; <del>and</del></p> <p>(g) <del>of how</del> credit <del>retrieval may be retrieved</del>.</p>  |   |
| <p><del>9.3(2)</del><br/><a href="#">57(2)</a></p> | <p>No later than 10 business days after <del>the time</del> a residential customer enters into a pre-payment meter contract at the <del>residential</del> customer's supply address, a retailer must give, or make available to the <del>residential</del> customer at no charge —</p> <p>(a) the information specified <del>within in</del> subclause (1); <a href="#">and</a></p> <p>(b) a copy of the contract; <a href="#">and</a></p> <p>(c) information on the availability and scope of <del>the Code this code</del> and the requirement that <a href="#">retailers, distributors, retailers</a> and electricity marketing agents comply with <del>the Code this code</del>; <a href="#">and</a></p> <p><del>(d) — Not used</del></p> <p><del>(e)(d)</del> <a href="#">a meter identification number; for the meter; and</a></p> <p><del>(f)(e)</del> <a href="#">a telephone number for enquiries; and</a></p> <p><del>(g)(f)</del> <a href="#">a telephone number for complaints; and</a></p> <p><del>(h)(g)</del> <a href="#">the distributor's 24-hour telephone number for faults and emergencies; and</a></p> <p><del>(i)(h)</del> <a href="#">confirmation of the supply address and any relevant mailing address; and</a></p> <p><del>(j)(i)</del> <a href="#">details of any concessions the residential customer may be eligible to receive; and</a></p> <p><del>(k)(j)</del> <a href="#">the amount of any concessions to be given to the residential customer; and</a></p> <p><del>(l)(k)</del> <a href="#">information on the availability of multi-lingual services (in languages reflective of the retailer's customer base); the telephone number for interpreter services, identified by the National Interpreter Symbol; and</a></p> <p><del>(m)(l)</del> <a href="#">information on the availability of TTY services; the telephone number (or numbers) for services that can assist customers with a speech or hearing</a></p> | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B...</p> <p>ECCC Final Review Report: minor amendment, item C – with drafting changes.</p> <p>ECCC Final Review Report: recommendation 4</p> |

| Clause   |  | Reason for amendment  |
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|  | <p><a href="#">impairment; and</a></p> <p><del>(n)(m)</del> <a href="#">advice on a statement setting out</a> how the retailer may assist in the event the <del>residential</del> customer is ...</p> <p>... experiencing <del>payment difficulties or financial hardship</del> <a href="#">difficulties paying for their consumption; and</a></p> <p><del>(e)(n)</del> <a href="#">advice on a statement setting out</a> how to make <a href="#">an enquiry of, or</a> complaint to, <del>or enquiry of,</del> the retailer; <a href="#">and</a></p>  | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B...</p> <p>ECCC Final Review Report: recommendation 50(e)</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B...</p>                                     |
|  | <p><del>(p)(o)</del> <del>details on external complaints handling processes including</del> the contact details for the electricity <a href="#">industry</a> ombudsman; <a href="#">and</a></p>  | <p>The words “external complaints handling processes” have also been removed from clause 4.16(1)(a)(iii)<sup>22</sup> (procedures following a bill review) and 12.1(3)(b)(ii)<sup>23</sup> (obligation to establish complaints handling process).</p> |
|  | <p><del>(q)(p)</del> general information on the safe use of electricity; <a href="#">and</a></p> <p><del>(r)(q)</del> details of the initial recharge facilities available to the <del>residential</del> customer; and</p> <p><del>(s)(r)</del> the date of the expiry of the <del>residential pre-payment meter</del> customer’s right to revert to a standard meter at no charge; and</p> <p><a href="#">(s)</a> <a href="#">a statement setting out</a> the options available to the <del>residential pre-payment meter</del> customer if the <del>residential pre-payment meter</del> customer replaces <a href="#">the pre-payment meter with a standard meter</a> or switches the pre-payment meter to a standard meter.</p> | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B...</p>   |
| <p><del>9.3(3)</del><br/><a href="#">57(3)</a></p> | <p>A retailer must ensure that the following information is shown on or directly adjacent to a residential customer’s pre-payment meter —</p> <p>(a) the positive or negative <del>financial</del> balance of the pre-payment meter within <del>\$1 dollar</del> of the actual balance;</p> <p>(b) whether the pre-payment meter is operating on normal credit or emergency credit;</p> <p>(c) a telephone number for enquiries; <del>and</del></p> <p>(d) the distributor’s 24-hour telephone number for faults and emergencies.</p>  | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B...</p>   |
| <p><del>9.3(4)</del><br/><a href="#">57(4)</a></p> | <p>A retailer must give a pre-payment meter customer on request, at no charge, the following information —</p> <p><del>(a) — total energy consumption;</del></p>   | <p>Drafting changes.</p>  |

<sup>22</sup> Clause 27(2)(a)(iii) of the amended Code.

<sup>23</sup> Clause 89(1)(b) of the amended Code.

| Clause                                     |   | Reason for amendment   |
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|  | <p><del>(b) average daily consumption; and</del><br/> <del>(c) average daily cost of consumption;</del><br/> for the previous 2 years or <u>for the period</u> since the commencement of the pre-payment meter contract (whichever is the shorter), divided into quarterly segments. <u>—</u><br/> <u>(a) total energy consumption;</u><br/> <u>(b) average daily consumption;</u><br/> <u>(c) average daily cost of consumption.</u></p>   |  |
| <p><del>9.3(5)</del><br/> <u>57(5)</u></p> | <p>A retailer must, within 10 business days <del>of</del> <u>after</u> the change, use reasonable endeavours to notify a pre-payment meter customer ...</p> <p>... in writing <del>or by electronic means</del> if the recharge facilities available to the residential customer change from the initial recharge facilities referred to in subclause (2) <del>(f)</del> <u>(g)</u>.</p>  | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 3</p>   |
| <p><del>9.3(6)</del><br/> <u>57(6)</u></p> | <p>The information to be provided <u>in under</u> this clause, <del>with the exception of other than</del> the information in subclause (3), may be provided in writing to a pre-payment meter customer at <u>—</u><br/> <u>(a) the pre-payment meter customer's supply address;</u><br/> <u>or</u><br/> <u>(b) another address nominated by the pre-payment meter customer;</u> or<br/> <u>(c) an email address nominated by the pre-payment meter customer.</u></p>   | <p>Drafting changes.</p>   |
| <p><del>9.4(1)</del><br/> <u>58(1)</u></p> | <p>If a pre-payment meter customer <del>notifies a</del> <u>requests the</u> retailer <del>that it wants</del> to replace <del>or switch</del> the prepayment meter <del>to</del> <u>with</u> a standard meter, <del>the retailer must</del> within 1 business day <del>of</del> <u>after</u> the request <u>—</u></p> <p><del>(a) send the information referred to in clauses 2.3 and 2.4 to the pre-payment meter customer in writing or by electronic means; and</del></p> <p><del>(b)</del> <u>the retailer must</u> arrange with the <del>relevant</del> distributor to <u>—</u><br/> <u>(i) remove or render non-operational the pre-payment meter; and</u><br/> <u>(ii) replace the pre-payment meter with a standard meter</u> or switch the pre-payment meter to a standard meter.</p> | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 79</p> <ul style="list-style-type: none"> <li>• Drafting changes. Includes ECCC advice: minor amendment, item B118</li> <li>• Paragraph (i) was unnecessary. The word “replace” in paragraph (ii) already implies that the pre-payment meter will be removed. Further, if a pre-payment meter is switched to a standard meter, the pre-payment meter function will become non-operational.</li> </ul> |
| <p><del>9.4(2)</del><br/> <u>58(2)</u></p> | <p>A retailer must not <del>require payment of a</del> charge <u>a fee</u> for reversion to a standard meter if a pre-payment meter customer is a residential customer and <del>that the</del> customer,</p>  | <p>Drafting changes.<br/> Includes ECCC advice:</p>  |

| Clause  |  | Reason for amendment   |
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|   | <p><del>or its nominated representative, requests reversion of a pre-payment meter</del> <u>makes a request</u> under subclause (1) within 3 months <del>of</del> <u>after</u> the later of —</p> <p>(a) <del>the installation of</del> <u>day on which</u> the pre-payment meter <del>is installed;</del> or</p> <p>(b) the date <del>that on which</del> the customer <del>agrees to enter</del> <u>entered</u> into <del>a</del> <u>the</u> pre-payment meter contract.</p>   | <p>minor amendment, item B119</p>  |
| <p><del>9.4(3)</del><br/><u>58(3) and (4)</u></p> | <p>(3) If a pre-payment meter customer <del>requests reversion of a pre-payment meter</del> <u>makes a request</u> under subclause (1) after the <del>date end of the period</del> calculated in accordance with subclause (2), a retailer may charge the <del>pre-payment meter</del> customer a reasonable <del>charge fee</del> <u>for the</u> reversion <del>to a standard meter.</del></p> <p>(4) <del>However, the</del> <u>The</u> retailer's obligations under subclause (1) —</p> <p>(a) if the pre-payment meter customer is a residential pre-payment meter customer, <del>—</del> are not conditional on the <del>pre-payment meter</del> customer paying the retailer's <del>reasonable charge fee</del> <u>for reversion to a standard meter</u> (if any); <del>and or</del></p> <p>(b) <del>if the pre-payment meter customer is not a residential pre-payment meter customer,</del> <u>otherwise —</u> may be made conditional on the pre-payment meter customer paying the retailer's <del>reasonable charge fee</del> <u>for reversion to a standard meter</u> (if any).</p> | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B120 and B121</p> |
| <p><del>9.4(4)</del><br/><u>58(5)</u></p>         | <p>If a retailer requests a distributor to revert a pre-payment meter <del>after a request</del> under subclause (1), the distributor must revert the pre-payment meter <del>at that supply address</del> —</p> <p>(a) <del>for supply addresses if the supply address is</del> located within the metropolitan area, <del>—</del> within 5 business days <del>of</del> <u>after</u> receipt of the request; or</p> <p>(b) <del>for supply addresses if the supply address is</del> located within <del>the a</del> regional area, <del>—</del> within 10 business days <del>of</del> <u>after</u> receipt of the request.</p>   | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B122</p>          |
| <p><del>9.5(1)</del><br/><u>59(1)</u></p>         | <p>If a pre-payment meter customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the <del>pre-payment meter</del> customer's supply address requires life support equipment, the retailer must not provide a pre-payment meter service at that supply address and the retailer must, or must immediately arrange to —</p> <p>(a) remove or render non-operational the pre-payment meter at no charge; <del>and</del></p> <p>(b) replace <del>the pre-payment meter with a standard meter,</del> or switch the pre-payment meter to a standard meter, <del>at no charge;</del> and</p> <p>(c) provide information to the <del>pre-payment meter</del> customer about the contract options available to the <del>pre-payment meter</del> customer.</p>  | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B123 and B124</p> |

| Clause  |  | Reason for amendment   |
|---|--|--|
| <p><del>9.5(2)</del><br/><u>59(2)</u></p>                   | <p>If a retailer requests a distributor to revert a pre-payment meter under subclause (1)<del>(b)</del>, the distributor must revert the pre-payment meter at that supply address as soon as possible and in any event no later than —</p> <p>(a) <del>for supply addresses if the supply address is</del> located within the metropolitan area —</p> <p>(i) <del>within 1 business day of receipt of the request,</del> if the request is received <del>prior to before</del> 3 pm on a business day — <u>within 1 business day after receipt of the request;</u> and</p> <p>(ii) <del>within 2 business days of receipt of the request,</del> if the request is received <u>on or</u> after 3 pm on a business day or on a Saturday, <u>a</u> Sunday or <u>a</u> public holiday <u>throughout the State — within 2 business days after receipt of the request;</u></p> <p><u>or</u></p> <p>(b) <del>for supply addresses if the supply address is</del> located within <del>the a</del> regional area —</p> <p>(i) <del>within 9 business days of receipt of the request,</del> if the request is received <del>prior to 3pm</del> <u>before 3 pm</u> on a business day — <u>within 9 business days after receipt of the request;</u> and</p> <p>(ii) <del>within 10 business days of receipt of the request,</del> if the request is received <u>on or</u> after <del>3pm</del> <u>3 pm</u> on a business day, or on a Saturday, <u>a</u> Sunday or <u>a</u> public holiday <u>throughout the State — within 10 business days after receipt of the request.</u></p> | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B...</p>  |
| <p><del>9.6(a)</del><br/><u>60(1), (2), (3) and (4)</u></p> | <p><del>(a)(1)</del> A retailer must ensure that a pre-payment meter customer has access to <u>an amount of</u> emergency credit of \$20 outside <u>of</u> normal business hours. ...</p> <p><del>... Once the emergency credit is used, and no additional credit has been applied, the pre-payment meter service will be de-energised.</del></p> <p><u>(2)</u> The following provisions apply in relation to a retailer's ability to de-energise a pre-payment meter —</p> <p><u>(a)</u> if the pre-payment meter has run out of credit (disregarding any emergency credit), the meter may be de-energised during normal business hours;</p> <p><u>(b)</u> if the pre-payment meter has run out of credit and any emergency credit, the meter may be de-energised at any time.</p> <p><u>(3)</u> If a pre-payment meter has been de-energised and the customer makes a payment to their account that results in an amount of credit in excess of emergency credit, the retailer must re-energise the meter.</p> <p><u>(4)</u> A retailer is not required to re-energise a pre-payment meter if the only credit that the customer has is emergency credit.</p>   | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 80<br/>ECCC advice, minor amendment, item A14, B126</p> |
| <p><del>9.6(b)</del></p>                                    | <p>A retailer must ensure that a pre-payment meter service</p>   | <p>Drafting changes.</p>   |

| Clause          |   | Reason for amendment   |
|-----------------|---|--|
| 60(5)           | <p>—</p> <p><del>(i)(a)</del> is capable of <del>informing</del> <u>providing the following information to</u> the retailer <del>of</del> <u>at least once in every month</u> —</p> <p><del>(A)(i)</del> the number of instances <del>where in which</del> a pre-payment meter customer has been disconnected; <del>and</del></p> <p><del>(B)(ii)</del> the duration of each of those disconnections <del>referred to in subclause (b)(i)(A);</del> <u>at least every month</u>; and</p> <p><del>(ii)(b)</del> is capable of <del>recommencing supply and supply is recommenced</del> <u>subject to subclauses (3) and (4), recommences supply</u> as soon as information is communicated to the pre-payment meter that a payment to the account has been made.</p>                   |  |
| 9.7<br>61       | <p><del>Unless otherwise agreed with the customer, a</del> <u>A</u> retailer must ensure that —</p> <p>(a) at least 1 <u>physical</u> recharge facility is located as close as practicable to a pre-payment meter, <del>and in any case no further than 40 kilometres away;</del> <u>and</u></p> <p>(b) a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days per week; <u>and</u></p> <p>(c) it uses <u>its</u> best endeavours to ensure that <del>the</del> <u>a</u> pre-payment meter customer can access a recharge facility for periods greater than required under <del>subclause paragraph</del> <u>paragraph</u> (b); and</p> <p>(d) the minimum amount to be credited by a recharge facility does not exceed \$20 per increment.</p> | <p>ECCC Final Review Report: recommendation 5(a)</p> <p>ECCC Final Review Report: recommendation 81</p> <p>Drafting changes.<br/>Include ECCC advice: minor amendment, item B128</p> |
| 9.8<br>62       | <p>If a pre-payment meter customer demonstrates to a retailer that the <del>pre-payment meter</del> customer is entitled to receive a concession, the retailer must ensure that the <del>pre-payment meter</del> customer receives the <del>benefit of the</del> concession.</p>  | <p>Drafting changes.</p>   |
| 9.9(1)<br>63(1) | <p>If a pre-payment meter customer requests that the whole or part of a pre-payment meter be checked or tested, a retailer must, <del>at the request of the pre-payment meter customer,</del> make immediate arrangements to <u>do 1 or more of the following</u> —</p> <p>(a) check the <del>pre-payment meter</del> customer's metering data;</p> <p>(b) check or conduct a test of the pre-payment meter; <del>and/or</del></p> <p>(c) arrange for a check or test by the responsible person for the meter installation at the <del>pre-payment meter</del> customer's connection point.</p>   | <p>Drafting changes.</p>   |
| 9.9(2)<br>63(2) | <p>If a retailer requests a distributor to check or test a pre-payment meter under subclause (1)(<del>c</del>), the distributor must check or test the pre-payment meter.</p>   | <p>ECCC advice: minor amendment, item B129</p>   |

| Clause  |  | Reason for amendment  |
|---|--|---|
| <p><del>9.9(4)</del><br/><a href="#">63(4)</a></p>  | <p>If a pre-payment meter is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), a retailer must —</p> <ul style="list-style-type: none"> <li>(a) immediately arrange for the repair or replacement of the faulty pre-payment meter; <a href="#">and</a></li> <li>(b) correct any overcharging or undercharging in accordance with clause <del>9.14</del> <a href="#">65</a>; <a href="#">and</a></li> <li>(c) refund any charges paid by the pre-payment customer under this clause for the <a href="#">checking or testing</a> of the pre-payment meter.</li> </ul>   | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B130</p> |
| <p><del>9.10</del><br/><a href="#">64</a></p>       | <p><b>Credit retrieval, <del>overcharging and undercharging</del></b></p>  | <p>Drafting changes.</p>  |
| <p><del>9.10(1)</del><br/><a href="#">64</a></p>    | <p><del>Subject to</del> <a href="#">If</a> a pre-payment meter customer <del>notifying notifies</del> a retailer of <del>the a</del> proposed vacation date, the retailer must ensure that the <del>pre-payment meter</del> customer can retrieve all remaining credit at the time the <del>pre-payment meter</del> customer vacates the supply address.</p>  | <p>Drafting changes.</p>  |
| <p><a href="#">65</a></p>                           | <p><b><a href="#">Overcharging and undercharging</a></b></p>   |   |
| <p><del>9.10(2)</del><br/><a href="#">65(1)</a></p> | <p>If a pre-payment meter customer (including a pre-payment meter customer who has vacated the supply address) has been overcharged <a href="#">an amount</a> as a result of an act or omission of <a href="#">a the</a> retailer or distributor (including <del>if a pre-payment meter has been found to be as a result of a</del> defective <a href="#">pre-payment meter</a>), the retailer must —</p> <ul style="list-style-type: none"> <li>(a) use its best endeavours to inform the <del>pre-payment meter</del> customer accordingly within 10 business days <del>of after</del> the retailer <del>becoming becomes</del> aware of the <del>error, overcharge</del>; and</li> <li>(b) ask the <del>pre-payment meter</del> customer for instructions as to whether the amount should be — <ul style="list-style-type: none"> <li><del>(a)(i)</del> credited to the <del>pre-payment meter</del> customer's account; or</li> <li><del>(b)(ii)</del> repaid to the <del>pre-payment meter</del> customer.</li> </ul> </li> </ul> | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B131</p> |
| <p><del>9.10(3)</del><br/><a href="#">65(2)</a></p> | <p>If <a href="#">a the</a> retailer receives instructions <a href="#">from the customer in response to a request</a> under subclause <del>(2)(1)</del>, the retailer must <a href="#">credit or</a> pay the amount in accordance with the <del>pre-payment meter</del> customer's instructions within 12 business days <del>of after</del> receiving the instructions.</p>  | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B132</p> |
| <p><del>9.10(4)</del><br/><a href="#">65(3)</a></p> | <p>If <a href="#">a the</a> retailer does not receive instructions <a href="#">from the customer</a> under subclause <del>(2)(1)</del> within 20 business days <del>of after</del> making the request <a href="#">for instructions</a>, the retailer must use reasonable endeavours to credit the amount <del>overcharged</del> to the <del>pre-payment meter</del> customer's account.</p>  | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B133</p> |
| <p><del>9.10(5)</del><br/><a href="#">65(5)</a></p> | <p>No interest <del>shall accrue to a credit or refund referred to in subclause (2) is payable on an amount that has been</del> <a href="#">overcharged</a>.</p>   | <p>Drafting changes.</p>  |
| <p><del>9.10(6)</del><br/><a href="#">65(6)</a></p> | <p>If a retailer proposes to recover <a href="#">from a pre-payment meter customer</a> an amount undercharged as a result of</p>   | <p>Drafting changes.<br/>Includes ECCC advice:</p>                            |

| Clause   |   | Reason for amendment  |
|--|---|---|
|  | <p>an act or omission by the retailer or distributor (including <del>if a pre-payment meter has been found to be defective as a result of a defective pre-payment meter</del>), the retailer must —</p> <p>(a) limit the amount to be recovered to no more than the amount undercharged in the 12 months <del>prior to</del> <u>before</u> the date on which the retailer <del>notified</del> <u>notifies</u> the pre-payment meter customer that undercharging <del>had</del> <u>has</u> occurred; <u>and</u></p> <p>(b) list the amount to be recovered as a separate item in a special bill <del>or in the next bill (if applicable)</del>, together with an explanation of that amount; <u>and</u></p> <p>(c) not charge the pre-payment meter customer interest on that amount or require the pre-payment meter customer to pay a late payment fee; and</p> <p>(d) offer the pre-payment meter customer time to pay that amount by means of <del>an instalment plan in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the retailer) and</del> <u>a payment plan</u> covering a period at least equal to the period over which the recoverable undercharging occurred.</p> | <p>minor amendment, item B134</p> <p>The words “next bill” imply that the customer regularly receives bills, however pre-payment meter customers do not receive bills.</p> <p>Drafting changes.</p> |
| <p><del>9.10(7)</del><br/><u>65(4)</u></p>     | <p>If the amount referred to in subclause <del>(2)</del><u>(1)</u> is less than \$100, the retailer may —</p> <p><del>(a) ask the pre-payment meter customer for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or</del></p> <p><del>(b) credit the amount to the pre-payment meter customer’s account (in which case subclause (3) applies as if the pre-payment meter customer instructed the retailer to credit the pre-payment meter customer’s account)</del> <u>instead of complying with subclause (1).</u></p>   | <p>Drafting changes.</p>  |
| <p><del>9.11</del><br/><u>66</u></p>           | <p><del>Payment difficulties or financial hardship</del> <u>Assistance for customers experiencing payment problems</u></p>  | <ul style="list-style-type: none"> <li>• Drafting changes.</li> <li>• ECCC advice: minor amendment, item A15</li> </ul>   |
| <p><del>9.11(1)</del></p>                      | <p><del>A retailer must give reasonable consideration to a request by—</del></p> <p><del>(a) a residential pre-payment meter customer who informs the retailer that the prepayment meter customer is experiencing payment difficulties or financial hardship; or</del></p> <p><del>(b) a relevant consumer representative, for a waiver of any fee payable by the pre-payment meter customer to replace or switch a pre-payment meter to a standard meter.</del></p>  | <p>This matter is now addressed in clause 67 of the amended Code.</p>   |
| <p><del>9.11(2)</del><br/><u>66(1) and</u></p> | <p><del>(1) Notwithstanding its obligations under clause 6.10, a retailer must ensure that</del> <u>This clause applies if</u> —</p> <p>(a) <del>if</del> a residential pre-payment meter customer</p>  | <p>Drafting changes.</p>  |

| Clause                                      |   | Reason for amendment  |
|---|---|---|
| <a href="#">(2)</a>                         | informs <del>the a</del> retailer that the <del>pre-payment meter</del> customer ...  |   |
|   | ... is experiencing <del>payment difficulties or financial hardship</del> <a href="#">difficulties paying for their consumption</a> ; or  | ECCC Final Review Report: recommendation 50(e)                        |
|   | (b) <del>the a</del> retailer identifies that a residential pre-payment meter customer has been disconnected 2 or more times in any 1-month period for longer than 120 minutes on each occasion <del>;</del>  | Drafting changes.   |
|   | <del>(2) subject to subclause (3), the</del> <a href="#">The</a> retailer must <del>use best endeavours to contact the pre-payment meter customer,</del> as soon as is reasonably practicable, <del>use its best endeavours</del> to provide <a href="#">the following information to the customer</a> —  | Drafting changes  |
|   | <del>(c) — Not Used</del><br><del>(d)</del> <a href="#">(a)</a> information about the different types of meters available to the <del>pre-payment meter</del> customer;   | Drafting changes.   |
|   | <a href="#">(b)</a> <a href="#">information about any concessions that may be available to the customer and how to access them;</a>   | ECCC advice: recommendation 11  |
|   | <del>(e)</del> <a href="#">(c)</a> information about <del>and referral to</del> relevant financial assistance <del>programmes, and/or</del> <a href="#">programs</a> ;<br><del>(f)</del> <a href="#">(d)</a> <del>referral to</del> <a href="#">information about how to contact</a> relevant consumer representatives; <del>and/or</del><br><del>(g)</del> <a href="#">(e)</a> information <del>on</del> <a href="#">about</a> independent financial and other relevant counselling services.  | Drafting changes.<br>Includes ECCC advice: minor amendment, item B... |
| <del>9.11(3)</del><br><a href="#">66(4)</a> | <del>Where the retailer has identified the residential pre-payment meter customer pursuant to</del> <a href="#">However, if</a> subclause <del>(2)(b)(1)(b)</del> <a href="#">applies</a> , the retailer is not required to <del>contact the residential customer and provide the information set out in subclauses (2)(c)-(g)</del> <a href="#">comply with subclause (2)</a> if the retailer has provided the <del>residential pre-payment meter customer with that</del> information <a href="#">referred to in that subclause</a> <del>in</del> <a href="#">within</a> the preceding 12 months. | Drafting changes.   |
| <del>9.11(4)</del><br><a href="#">66(3)</a> | The <del>retailer must, on the request of the customer, provide the</del> information <del>to be provided</del> <a href="#">referred to</a> in subclause (2) <del>may be provided</del> in writing <del>to a pre-payment meter customer at the pre-payment meter customer's supply address, another address nominated by the pre-payment meter customer or an email address nominated by the pre-payment meter customer.</del>  | ECCC advice: recommendation 10(b) and (c)                             |
| <a href="#">66(5)</a>                       | <a href="#">The retailer must give reasonable consideration to a request by the customer, or a relevant consumer representative for the customer, for a reduction of the customer's fees, charges or debt.</a>  | ECCC advice: recommendation 12  |
| <a href="#">66(6)</a>                       | <a href="#">This clause applies to a retailer in addition to any obligation under clause 46.</a>  | Clarification.<br>Clause 46 of the amended                            |

| Clause     |   | Reason for amendment   |
|------------|---|--|
|            |   | Code <sup>24</sup> ( <i>hardship policy and hardship procedures</i> ) also applies to pre-payment meter customers – see clause 55(1)(b). <sup>25</sup><br>Includes ECCC advice: minor amendment, item B136   |
| 67         | <p><b><u>Waiver of fee for customers experiencing payment problems or affected by family violence</u></b></p> <p>(1) <u>This clause applies if a residential pre-payment meter customer, or a relevant consumer representative acting on behalf of a residential pre-payment meter customer —</u><br/> <u>(a) informs a retailer that the customer is</u><br/> <u>    (i) experiencing difficulties paying for the customer’s consumption; or</u><br/> <u>    (ii) affected by family violence;</u><br/> <u>    and</u><br/> <u>(b) requests that the pre-payment meter be replaced by a standard meter.</u></p> <p>(2) <u>The retailer must not charge a fee to replace the pre-payment meter with a standard meter.</u></p> | <ul style="list-style-type: none"> <li>• Drafting changes.</li> <li>• ECCC advice: minor amendment, item A16</li> </ul><br><ul style="list-style-type: none"> <li>• Drafting changes.</li> </ul> <p>A similar matter was previously addressed in clause 9.11(1).</p> <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 50(e)</li> </ul><br><p>ECCC advice: recommendation 13</p> |
| 9.12       | <p><b><del>Existing pre-payment meters</del></b><br/> <del>A pre-payment meter installed prior to the amendment date will be deemed to comply with the requirements of this Part 9.</del></p>   | Redundant. There are no longer any pre-payment meters in operation that were installed before the amendment date.  |
| Division 1 | <b>Obligations <del>particular to</del> <u>for</u> retailers</b>  | Drafting changes.  |
| 68         | <b><del>Provision of general</del> <u>General</u> information <del>to customers</del></b>   | ECCC advice: minor amendment, item B137  |
| 68(1)      | <p><u>A retailer must publish on its website —</u></p> <p>(a) <u>the following information about concessions —</u><br/> <u>(i) the type of concessions available to customers;</u><br/> <u>(ii) the name and contact details of the organisation responsible for administering those concessions (if the retailer is not responsible for doing this);</u><br/> <u>and</u></p> <p>(b) <u>the following information about energy efficiency —</u><br/> <u>(i) cost-effective and efficient ways to utilise electricity;</u></p>   | <p>ECCC Final Review Report: recommendation 82</p><br><p>ECCC Final Review Report: recommendation 87</p> <p>This matter was previously addressed in clause 10.3.</p><br><p>ECCC Final Review Report: recommendation 88 – with drafting changes.</p>  |

<sup>24</sup> Clause 6.10 of the 2018 Code.

<sup>25</sup> Clause 9.1(1) of the 2018 Code.

| Clause  |   | Reason for amendment   |
|---|---|--|
|   | <a href="#">(ii) the typical running costs of major domestic electrical appliances;</a><br><a href="#">and</a>  | A similar matter was previously addressed in clause 10.4.  |
|   | <a href="#">(c) the retailer's hardship policy; and</a>   | ECCC Final Review Report: minor amendment, item FF   |
|   | <a href="#">(d) the retailer's family violence policy; and</a>  | ECCC Final Review Report: recommendation 112   |
|   | <a href="#">(e) a summary of a customer's rights, entitlements and obligations under the retailer's standard complaints and dispute resolution procedures; and</a><br><a href="#">(f) the contact details for the electricity industry ombudsman; and</a> | ECCC Final Review Report: recommendation 100   |
|   | <a href="#">(g) a copy of this code.</a>  | ECCC Final Review Report: recommendation 94<br>A similar matter was previously addressed in clause 10.10.  |
| <a href="#">68(2)</a>   | <a href="#">The retailer is not required to publish a copy of this code under subclause (1)(g) if it instead provides an electronic link to a website where a copy of this code may be accessed</a>   | To allow retailers to include a hyperlink to, for example, the Code published on the Parliamentary Counsel's Office website. This may reduce the risk of retailers having an out-of-date copy of the Code on their website.<br>ECCC advice: minor amendment, item B138 |
| <a href="#">68(3)</a>   | <a href="#">If a customer requests information of the kind referred to in subclause (1), the retailer must —</a><br><a href="#">(a) refer the customer to the retailer's website; or</a><br><a href="#">(b) provide the information to the customer.</a>  | ECCC Final Review Report: recommendation 82  |
| <a href="#">68(4)</a>   | <a href="#">If a customer requests a copy of information of the kind referred to in subclause (1), the retailer must provide a copy of the information to the customer.</a>   | ECCC Final Review Report: recommendation 82 – with drafting changes.   |
| <a href="#">68(5)</a>   | <a href="#">The information or a copy of the information requested under this clause must be provided without charge.</a>   | ECCC Final Review Report: recommendation 82  |
| <a href="#">40.1</a>  | <b>Tariff information</b>   | Drafting changes.  |
| <a href="#">70</a>  | <b>Information about variations to tariffs, fees or charges: regulated prices</b>   | Drafting changes.  |
| <a href="#">70(1)</a>   | <a href="#">This clause applies if a customer's tariffs, fees or charges are regulated or set by the State Government.</a>  | ECCC Final Review Report: recommendation 83(b)   |
| <a href="#">40.1(1)</a><br><a href="#">70(2) and</a><br><a href="#">(3)</a> | <del>(1)(2)</del> A retailer must give notice to <del>each of its customers affected by</del> a <a href="#">customer of any</a> variation <del>in</del> <a href="#">to</a> ...<br>... its tariffs, fees <del>and</del> <a href="#">or</a> charges ...     | ECCC Final Review Report: recommendation 83(b)<br>ECCC Final Review Report:  |

| Clause                          |  | Reason for amendment  |
|---------------------------------|--|---|
|                                 |  | minor amendment, item NN  |
|                                 | ... <del>that affects the customer.</del><br>(3) <u>The notice must be given</u> no later than the next bill in <del>a</del> <u>the</u> customer's billing cycle.  | Drafting changes.   |
| <del>10.1(2)</del><br><u>69</u> | <b><u>Information about tariffs, fees or charges</u></b><br>A retailer must give or make available to a customer on request, at no charge, reasonable information on the retailer's tariffs, fees <del>and</del> <u>or</u> charges, including any alternative tariffs that may be available to that customer.  | ECCC Final Review Report: minor amendment, item NN – with drafting changes.   |
| <del>10.1(3)</del>              | <del>A retailer must give or make available to a customer the information referred to under subclause (2) within 8 business days of the date of receipt. If requested by the customer, the retailer must give the information in writing.</del>  | ECCC Final Review Report: recommendation 84   |
| <u>71</u>                       | <b><u>Information about variations to tariffs, fees or charges: non-regulated prices</u></b>   | Drafting changes.   |
| <u>71(1)</u>                    | <u>This clause applies if a customer's tariffs, fees or charges are not regulated or set by the State Government.</u>  | ECCC Final Review Report: recommendation 83(a) – with drafting changes.   |
| <u>71(2)</u>                    | <u>A retailer must give notice to a customer of any variation to its tariffs, fees or charges that affects the customer.</u>   | ECCC Final Review Report: recommendation 83(a) – with drafting changes.   |
| <u>71(3)</u>                    | <u>The notice must be given at least 5 business days before the variation will come into effect.</u>   | ECCC Final Review Report: recommendation 83(a) – with drafting changes.<br>ECCC advice: minor amendment, item B139  |
| <u>71(4)</u>                    | The notice must —<br>(a) <u>specify that the customer's tariffs, fees or charges are being varied; and</u><br>(b) <u>specify the date on which the variation will come into effect; and</u><br>(c) <u>identify the customer's existing tariffs, fees or charges, inclusive of GST; and</u><br>(d) <u>identify the customer's tariffs, fees or charges as varied, inclusive of GST; and</u><br>(e) <u>specify that the customer may request historical billing data.</u>  | ECCC Final Review Report: recommendation 83(a) – with drafting changes.   |
| <u>71(5)</u>                    | <u>A retailer is not required to provide information under this clause —</u><br>(a) <u>if the customer enters into the relevant contract with the retailer within 10 business days before the variation will come into effect and the retailer has already informed the customer of the variation; or</u><br>(b) <u>for a tariff, fee or charge that continually varies in relation to the prevailing spot price for electricity; or</u><br>(c) <u>for the variation of a tariff, fee or charge that is a direct result of a change to, or the withdrawal or</u> | <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 83(a) – with drafting changes.</li> <li>ECCC advice: recommendation 14</li> </ul> |

| Clause                          |  | Reason for amendment  |
|---------------------------------|--|---|
|                                 | <p><u>expiry of, a concession; or</u></p> <p><u>(d) for the variation of a tariff, fee or charge that is a direct result of a change to a bank charge or fee, to a credit card charge or fee, or to payment processing charges or fees that apply in relation to the customer; or</u></p> <p><u>(e) if the variation of a tariff, fee or charge is a direct result of a benefit change and the retailer has already informed the customer of the change.</u></p>                       |   |
| <p>40.2(2)<br/><u>72(2)</u></p> | <p>(2) <del>if</del> <b>The retailer must give the billing data at no charge</b> if a non-contestable customer requests billing data <del>under subclause (1)</del> —</p> <p>(a) for a period less than the previous 2 years and no more than once a year; or</p> <p>(b) in relation to a dispute with a retailer; <del>the retailer must give the billing data at no charge.</del></p>  | Drafting changes.   |
| <p>40.2(3)</p>                  | <p><del>A retailer must give a non-contestable customer the billing data requested under subclause (1) within 10 business days of the date of receipt of —</del></p> <p><del>(a) the request; or</del></p> <p><del>(b) payment for the retailer's reasonable charge for providing the billing data (if requested by the retailer).</del></p>   | ECCC Final Review Report: recommendation 85                               |
| <p>40.2(4)</p>                  | <p><del>A retailer must keep a non-contestable customer's billing data for 7 years.</del></p>  | ECCC Final Review Report: recommendation 86                               |
| <p>40.3</p>                     | <p><b>Concessions</b></p> <p><del>A retailer must give a residential customer on request at no charge —</del></p> <p><del>(a) information on the types of concessions available to the residential customer; and</del></p> <p><del>(b) the name and contact details of the organisation responsible for administering those concessions (if the retailer is not responsible).</del></p>  | A similar matter is now addressed in clause 68(1)(a) of the amended Code. |
| <p>40.3A<br/><u>73</u></p>      | <p>A retailer must <del>give a customer</del> at least once a year <b>give a customer</b> written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 <del>of this Code and or</del> under any other <del>legislation (including subsidiary legislation) in Western Australia</del> <b>written law</b> including —</p> <p><u>(a) the amount of the payment; and</u></p> <p><u>(b) the eligibility criteria for the payment.</u></p> | Drafting changes.   |
| <p>40.4</p>                     | <p><b>Energy Efficiency Advice</b></p> <p><del>A retailer must give, or make available to a customer on request, at no charge, general information on —</del></p> <p><del>(a) cost effective and efficient ways to utilise electricity (including referring the customer to a relevant information source); and</del></p> <p><del>(b) the typical running costs of major domestic appliances.</del></p>  | A similar matter is now addressed in clause 68(1)(b) of the amended Code. |
| <p>40.8</p>                     | <p>If a customer asks a retailer for information relating to the</p>   | Drafting changes.   |

| Clause        |   | Reason for amendment  |
|---------------|---|---|
| 74            | distribution of electricity, the retailer must —<br>(a) give the information to the customer; or<br>(b) refer the customer to the <del>relevant</del> distributor for a response.   |   |
| Division 2    | <b>Obligations <del>particular to</del> <u>for</u> distributors</b>   | Drafting changes.   |
| 10.6<br>75(1) | <p>A distributor must <del>give a customer on request, at no charge, the following information</del> <u>publish on its website</u> —</p> <p>(a) <del>information on the distributor's requirements in relation to the customer's proposed new electrical installation, or changes to the customer's existing electrical installation, including advice about supply extensions;</del><br/><u>a description of the distributor's and customer's respective rights and obligations concerning the provision of services by the distributor and a description of those services; and</u></p> <p><del>(b) — an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;</del></p> <p><del>(c) — an explanation for any unplanned interruption of supply to the customer's supply address;</del></p> <p><del>(d) — advice on facilities required to protect the distributor's equipment;</del></p> <p><u>(b) details of applicable connection and reconnection timeframes; and</u></p> <p><del>(e) — advice on how to obtain information on protecting the customer's equipment;</del></p> <p><u>(c) details of applicable connection and reconnection charges; and</u></p> <p><del>(f) — advice on the customer's electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;</del></p> <p><u>(d) information relating to new connections or connection alterations; and</u></p> <p><del>(e)</del><u>(e)</u> general information on <u>the</u> safe use of electricity; <u>and</u><br/><del>(f)</del><u>(f)</u> general information on quality of supply; and<br/><del>(g)</del><u>(g)</u> general information on reliability of supply; <u>and</u></p> <p><u>(h) information about how a customer may obtain information on distribution standards and metering arrangements that are relevant to the customer and —</u></p> | <p>ECCC Final Review Report: recommendation 80</p> <p>ECCC Final Review Report: recommendation 89(a)</p> <p>This matter is now addressed in clause 76 of the amended Code.</p> <p>This matter is now addressed in clause 76 of the amended Code.</p> <p>ECCC Final Review Report: recommendation 89(a)</p> <p>ECCC Final Review Report: recommendation 89(b)</p> <p>ECCC Final Review Report: recommendation 89(a)</p> <p>ECCC Final Review Report: recommendation 89(b) – with drafting changes.</p> <p>ECCC Final Review Report: recommendation 89(a)</p> <p>ECCC Final Review Report: recommendation 89(b)</p> <p>ECCC Final Review Report: recommendation 89(c) – with drafting change.</p> <p>ECCC Final Review Report: recommendation 93<br/>A similar matter was previously addressed in</p> |

| Clause  |   | Reason for amendment  |
|---------|---|---|
|         | <p><u>(i) prescribed under the Act or the <i>Electricity Act 1945</i>; or</u><br/> <u>(ii) adopted by the distributor;</u><br/> <u>and</u></p>  | clause 10.8.  |
|         | <p><u>(i) a summary of a customer's rights, entitlements and obligations under the distributor's standard complaints and dispute resolution procedures; and</u><br/> <u>(i) the contact details for the electricity industry ombudsman; and</u></p> | ECCC Final Review Report: recommendation 100  |
|         | <p><u>(k) a copy of this code.</u></p>  | ECCC Final Review Report: recommendation 94<br>A similar matter was previously addressed in clause 10.10.   |
| 75(2)   | <p><u>The distributor is not required to publish a copy of this code under subclause (1)(k) if it instead provides an electronic link to a website where a copy of this code may be accessed.</u></p>   | To allow distributors to include a hyperlink to, for example, the Code published on the Parliamentary Counsel's Office website. This may reduce the risk of distributors having an out-of-date copy of the Code on their website. |
| 75(3)   | <p><u>If a customer requests information of the kind referred to in subclause (1), the distributor must —</u><br/> <u>(a) refer the customer to the distributor's website; or</u><br/> <u>(b) provide the information to the customer.</u></p>      | ECCC Final Review Report: recommendation 80   |
| 75(4)   | <p><u>If a customer requests a copy of information of the kind referred to in subclause (1), the distributor must provide a copy of the information to the customer.</u></p>  | ECCC Final Review Report: recommendation 80   |
| 75(5)   | <p><u>The information or a copy of the information requested under this clause must be provided without charge.</u></p>   | ECCC Final Review Report: recommendation 80   |
| 76      | <p><b><u>Information about supply changes or interruptions</u></b></p>  | Drafting changes.   |
| 76      | <p><u>A distributor must give to a customer on request, at no charge —</u></p>  | Drafting changes.   |
|         | <p><u>(a) an explanation for any unplanned or approved change in the quality of supply of electricity to the customer's supply address outside of the limits prescribed by law; and</u></p>   | A similar matter was previously addressed in clause 10.6(b).  |
|         | <p><u>(b) an explanation for any unplanned interruption of supply of electricity to the customer's supply address.</u></p>  | This matter was previously addressed in clause 10.6(c).   |
| 40.7    | <p><b>Historical consumption data</b></p>   | ECCC Final Review Report: recommendation 90   |
| 40.7(1) | <p><del>A distributor must give a customer on request the</del></p>   | ECCC Final Review Report:   |

| Clause            |  | Reason for amendment  |
|-------------------|--|---|
|                   | <del>customer's consumption data.</del>  | recommendation 90   |
| 10.7(2)           | <p><del>If a customer requests consumption data under subclause (1)—</del></p> <p><del>(a) for a period less than the previous 2 years, provided the customer has not been given consumption data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request; or</del></p> <p><del>(b) in relation to a dispute with a distributor, the distributor must give the consumption data at no charge.</del></p>   | ECCC Final Review Report: recommendation 90   |
| 10.7(3)           | <p><del>A distributor must give a customer the consumption data requested under subclause (1) within 10 business days of the date of receipt of—</del></p> <p><del>(a) the request; or</del></p> <p><del>(b) if payment is required (and is requested by the distributor within 2 business days of the request) payment for the distributor's reasonable charge for providing the data.</del></p>  | ECCC Final Review Report: recommendation 91   |
| 10.7(4)           | <del>A distributor must keep a customer's consumption data for 7 years.</del>  | ECCC Final Review Report: recommendation 92   |
| 10.8              | <b>Distribution standards</b>  | ECCC Final Review Report: recommendation 93   |
| 10.8(1)           | <p><del>A distributor must tell a customer on request how the customer can obtain information on distribution standards and metering arrangements—</del></p> <p><del>(a) prescribed under the Act or the <i>Electricity Act 1945</i>; or</del></p> <p><del>(b) adopted by the distributor, that are relevant to the customer.</del></p>  | <p>ECCC Final Review Report: recommendation 93</p> <p>A similar matter is now addressed in clause 75(1)(h) of the amended Code.</p> |
| 10.8(2)           | <del>A distributor must publish on its website the information specified in subclause (1).</del>   | <p>ECCC Final Review Report: recommendation 93</p> <p>A similar matter is now addressed in clause 75(1)(h) of the amended Code.</p> |
| Division 3        | <b>Obligations <del>particular to</del> <u>for</u> retailers and distributors</b>  | Drafting changes.   |
| 10.9<br><u>77</u> | <p><u>(1) To the extent practicable, a retailer <del>and</del> <u>or</u> distributor must ensure that any written information that must be given to a customer by the retailer or distributor, <del>or its electricity marketing agent</del> under <del>the Code</del> <u>this code</u> is —</u></p> <p><u>(a) expressed in clear, simple and concise language; and</u></p> <p><u>(b) <del>is</del> in a format that makes it easy to understand.</u></p> <p><u>(2) The obligation placed on a retailer under subclause (1) extends to written information that may be given to a customer by an electricity marketing agent acting on behalf of the retailer.</u></p> | Drafting changes.   |

| Clause                            |  | Reason for amendment   |
|-----------------------------------|--|--|
| 40.10                             | <p><b>Code of Conduct</b></p> <p><del>(1) A retailer and a distributor must tell a customer on request how the customer can obtain a copy of the Code.</del></p> <p><del>(2) A retailer and a distributor must make electronic copies of the Code available, at no charge, on the retailer's or distributor's website.</del></p> <p><del>(3) Not Used</del></p>  | <p>ECCC Final Review Report: recommendation 94</p> <p>A similar matter is now addressed in clauses 68 and 75 of the amended Code.</p>  |
| 40.11(1)<br><a href="#">78(1)</a> | <p>A retailer and a distributor must make available to a residential customer on request, at no charge, services that assist the <del>residential</del> customer in <del>interpreting</del> <a href="#">understanding</a> information provided by the retailer or distributor <del>to the residential customer</del> ...</p> <p>... (including independent <del>multi-lingual</del> <a href="#">interpreter services</a> ...</p> <p>... and <del>TTY</del> services <a href="#">for customers with a speech or hearing impairment</a>, and large print copies).</p>  | <p>Drafting changes.</p> <p>ECCC Final Review Report: minor amendment, item C</p> <p>ECCC Final Review Report: recommendation 4</p>  |
| 40.11(2)<br><a href="#">78(2)</a> | <p>A retailer and, if appropriate, a distributor must include <a href="#">on a relevant document</a> in relation to residential customers —</p> <p><del>(a) the telephone number for its TTY services;</del></p> <p><a href="#">(a) the telephone number for interpreter services, identified by the National Interpreter Symbol; and</a></p> <p><del>(b) the telephone number for independent multi-lingual services; and</del></p> <p><a href="#">(b) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment.</a></p> <p><del>(c) the telephone number for interpreter services together with the National Interpreter Symbol and the words "Interpreter Services", on the —</del></p> | <p>Drafting changes.</p> <p>A similar matter is now addressed in clause 78(2)(b) of the amended Code.</p> <p>ECCC Final Review Report: recommendation 96 – with drafting changes</p> <p>ECCC Final Review Report: recommendation 95</p> <p>ECCC Final Review Report: recommendation 4</p> <p>A similar matter is now addressed in clause 78(2)(a) of the amended Code.</p> |
| 40.11(2)<br><a href="#">78(3)</a> | <p>In subclause (2) —</p> <p><a href="#">relevant document</a> means the following —</p> <p><del>(d)</del><a href="#">(a) a bill and bill-related information (including, for example, the notice referred to in clause <a href="#">4.2(3)</a> <a href="#">20(3)</a> and statements relating to <del>an instalment plan</del> <a href="#">a payment plan</a>);</a></p> <p><del>(e)</del><a href="#">(b) a reminder notice; and</a></p> <p><del>(f)</del><a href="#">(c) a disconnection warning.</a></p>   | <p>Drafting changes.</p>   |
| 40.12(1)<br><a href="#">79(1)</a> | <p>A distributor must advise a customer on request, at no charge, of the availability of different types of meters and their —</p> <p>(a) suitability to the customer's supply address; <a href="#">and</a></p>  | <p>Drafting changes.</p>   |

| Clause  |   | Reason for amendment  |
|---|---|---|
|   | (b) purpose; <a href="#">and</a><br>(c) costs; and<br>(d) installation, operation and maintenance procedures.   |   |
| <a href="#">10.12(2)</a><br><a href="#">79(2)</a> | If a customer asks a retailer for information relating to the availability of different types of meters, the retailer must —<br>(a) give the information to the customer; or<br>(b) refer the customer to the <del>relevant</del> distributor for a response.   | ECCC advice: minor amendment, item B85  |
| <a href="#">Division 4</a>                        | <a href="#">Disconnection or interruption for emergencies</a>   | Drafting changes.   |
| <a href="#">80</a>                                | <a href="#">Disconnection or interruption for emergencies</a><br><a href="#">If a distributor disconnects or interrupts a customer's supply address for emergency reasons, the distributor must —</a><br>(a) <a href="#">provide an emergency telephone contact number (the charge of which will be no more than the cost of a local call (excluding mobile telephones)) through which the customer can obtain, on a 24-hour basis, information on the nature of the emergency and an estimate of the time when the supply of electricity will be restored; and</a><br>(b) <a href="#">use its best endeavours to restore the supply of electricity to the customer's supply address as soon as possible.</a>                 | This matter was previously addressed in clause 7.5.<br>Includes ECCC advice: minor amendment, item B145   |
| Part 11   | <del>Not Used</del><br><a href="#">Life support equipment scheme</a>  | Drafting changes.<br>ECCC Final Review Report: minor amendment, item KK<br>This matter was previously addressed in clause 7.7(7).   |
| <a href="#">81</a>                                | <a href="#">Relevant standards</a>  | Drafting changes.   |
| <a href="#">81</a>                                | In this Part —<br><a href="#">relevant standard —</a><br>(a) <a href="#">in relation to a step required to be taken by a retailer, means the step is taken —</a><br>(a) <a href="#">if a confirmation or notification is received before 3 pm on a business day — on the same day; or</a><br>(b) <a href="#">if a confirmation or notification is received on or after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — no later than the next business day.</a><br>(b) <a href="#">in relation to a step required to be taken by a distributor, means the step is taken —</a><br>(i) <a href="#">if a notification is received before 3 pm on a business day — no later than the next business</a> | Drafting changes<br>Drafting changes. <sup>26</sup><br>This matter was previously addressed in clauses 7.7(1)(c) and 7.7(2)(f).<br>ECCC advice: minor amendment, item B146<br>Drafting changes.<br>This matter was previously addressed in clause |

<sup>26</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B...

| Clause              |   | Reason for amendment  |
|---------------------|---|---|
|                     | <p><u>day; or</u></p> <p><u>(ii) if a notification is received on or after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the notification.</u></p>   | 7.7(3)(a).  |
| 7.7(1)<br>82        | <b><u>Registration of life support equipment address: retailers</u></b>   | Drafting changes.   |
| 7.7(1)<br>82(1)-(3) | <p>(1) <del>if Subclauses (2) and (3) apply if</del> 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.</p> <p>(2) <del>, the</del> <u>The</u> retailer must <u>take the following steps in accordance with the relevant standard for a retailer</u> —</p> <p>(a) register the customer's supply address as a life support equipment address;</p> <p>(b) register <del>the customer's a person's</del> contact details <u>in relation to the supply address</u>;</p> <p>(c) <del>notify</del> <u>provide the following to</u> the <del>customer's</del> distributor —</p> <p><u>(i) that a notification about</u> the customer's supply address <del>is being</del> a life support equipment address; <del>and</del></p> <p><u>(ii) of the contact details of the customer registered under paragraph (b).</u> —</p> <p><del>(i) — that same day, if the confirmation is received before 3pm on a business day; or</del></p> <p><del>(ii) — no later than the next business day, if the confirmation is received after 3pm or on a Saturday, Sunday or public holiday; and</del></p> <p><del>(d) — not arrange for disconnection of that customer's supply address for failure to pay a bill while the person continues to reside at that address and requires the use of life support equipment.</del></p> <p>(3) <u>The retailer must provide the following information in writing to the customer before, or within 5 days after, registering the customer's supply address as a life support equipment address under subclause (2) —</u></p> <p><u>(a) advice that there may be planned or unplanned interruptions to the supply of electricity to the supply address and that the distributor is required to provide a notification of a planned</u></p> | <p>ECCC advice: minor amendment, item B148</p> <p>ECCC Final Review Report: recommendation 72<br/>Includes ECCC advice: minor amendment, item B88</p> <p>ECCC advice: recommendation 15(a)</p> <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B89</p> <p>Consequential amendment of ECCC advice: recommendation 15(a)</p> <p>This matter is now addressed in clauses 82(1) and 81(1)(a) of the amended Code.</p> <p>This matter is now addressed in clauses 82(1) and 81(1)(b) of the amended Code.</p> <p>ECCC Final Review Report: recommendation 70(c)<br/>A similar matter is now addressed in clause 52(1)(c) of the amended Code.</p> <p>ECCC Final Review Report: recommendation 71 – with drafting changes.<br/>ECCC advice: minor amendment, item B151</p> |

| Clause                     |  | Reason for amendment  |
|----------------------------|--|---|
|                            | <p><u>interruption in accordance with this code;</u></p> <p><u>(b) a recommendation that the customer prepare a plan of action in the case of an unplanned interruption;</u></p> <p><u>(c) an emergency telephone contact number for the distributor and the retailer (the charge of which will be no more than the charge of a local call (excluding mobile telephones)).</u></p>           |   |
| 7.7(2)<br>82(4)<br>and (5) | <p><del>(2)(4)</del> <u>If Subclause (5) applies if</u> a customer <u>for a supply address</u> registered with a retailer under subclause <del>(1)(2)</del> notifies the retailer —</p>  | Drafting changes.   |
|                            | <p>(a) that the person residing at the customer's supply address who requires life support equipment is changing supply address; <u>or</u></p> <p>(b) that the customer is changing supply address but the person who requires life support equipment is not changing supply address; <u>or</u></p> <p>(c) <del>of that there has been</del> a change in contact details; <del>or.</del></p> | Drafting changes.   |
|                            | <p><del>(d) that the customer's supply address no longer requires registration as a life support equipment address,</del></p>  | Clause 86 of the amended Code sets out a retailer's obligations if a retailer is notified that a customer's supply address no longer requires registration as a life support equipment address. |
|                            | <p><u>(5) the</u> <del>The</del> retailer must <u>take the following steps in accordance with the relevant standard for a retailer</u> —</p> <p><del>(e)(a)</del> register the change;</p> <p><del>(f)(b)</del> <u>notify provide a notification to</u> the <del>customer's</del> distributor of the change. —</p>   | <ul style="list-style-type: none"> <li>ECCC Final Review Report: recommendation 72</li> </ul>   |
|                            | <p><del>(i) that same day, if the notification is received before 3pm on a business day; or</del></p>  | This matter is now addressed in clauses 82(4) and 81(1)(a) of the amended Code.   |
|                            | <p><del>(ii) no later than the next business day, if the notification is received after 3pm or on a Saturday, Sunday or public holiday; and</del></p>  | This matter is now addressed in clauses 82(4) and 81(1)(b) of the amended Code.   |
|                            | <p><del>(g) continue to comply with subclause (1)(d) with respect to that customer's supply address.</del></p>   | ECCC Final Review Report: recommendation 70(c)  |
| 82(6)                      | <p><u>For the purposes of this clause, a person's contact details are the following notified by the customer —</u></p> <p><u>(a) a telephone number;</u></p> <p><u>(b) an email address (if provided);</u></p> <p><u>(c) a postal address.</u></p>   | ECCC advice: recommendation 16  |

| Clause  |  | Reason for amendment   |
|---|--|--|
| <u>83</u>   | <u>Registration of life support equipment address: distributors</u>  | Drafting changes. <sup>27</sup>  |
| <del>7.7(3)</del><br><u>83(1)</u><br>and <u>(2)</u> | <del>(3)(1) If a distributor has been informed by a retailer under subclause (1)(e) ...</del>  | Drafting changes.  |
|   | <del>... or by a relevant government agency ...</del>  | ECCC Final Review Report: recommendation 73(a)   |
|   | <u>... This clause applies if the distributor is notified by a retailer —</u><br><u>(a)</u> that a person residing at a customer’s supply address requires life support equipment; <sup>i</sup> or<br><u>(b)</u> <del>of that there has been</del> a change of details <u>or circumstances previously</u> notified <del>to</del> <u>by</u> the retailer <del>under subclause (2), the distributor must —</del> . | Drafting changes. <sup>28</sup>  |
|   | <u>(2) The distributor must take the following steps (as relevant) in accordance with the relevant standard for a distributor —</u><br><u>(a)</u> register the customer’s supply address as a life support equipment address; ...  |  |
|   | <del>... or update the details notified by the retailer under subclause (2) —</del>  | A similar matter is now addressed in new paragraph (b).  |
|   | <del>(i) — the next business day, if the notification is received before 3pm on a business day; or</del>   | This matter is now addressed in clauses 83(1) and 81(2)(a) of the amended Code.<br>Clause 81(2)(a) uses the words “no later than the next business days” to clarify that the steps may be taken the next business day, or earlier. |
|   | <del>(ii) — within 2 business days, if the notification is received after 3pm or on a Saturday, Sunday or public holiday; and;</del>   | This matter is now addressed in clauses 83(1) and 81(2)(b) of the amended Code.  |
|   | <u>(b) update the details or circumstances previously notified by the retailer.</u>  | Drafting changes.<br>A similar matter was previously addressed in clause 7.7(3)(a).  |
|   | <del>(b) — if informed by a relevant government agency, notify the retailer in accordance with the timeframes specified in subclause (3)(a).</del>   | ECCC Final Review Report: recommendation 73(b)   |
| <u>84</u>   | <u>Interruption of supply</u>  | Drafting changes.  |

<sup>27</sup> Includes drafting changes proposed in ECCC advice: minor amendment, item B93.

<sup>28</sup> Includes drafting changes proposed in ECCC advice: minor amendment, items B94 and B95.

| Clause                                  |   | Reason for amendment  |
|---|---|---|
| 7.7(4)<br><u>84(1)</u>                  | <p>If life support equipment is registered at a customer's supply address under subclause (3)(a), a distributor must —</p> <p><del>(a) not disconnect that customer's supply address for failure to pay a bill while the person continues to reside at that address and requires the use of life support equipment; and</del></p> <p><del>(b) prior to any planned interruption,</del><br/>A distributor must not undertake a planned interruption of the supply of electricity to a life support equipment address unless the distributor has —</p> <p><del>(a) provide provided</del> at least 3 business days' written notice <del>of the interruption</del> to the <del>customer's</del> <u>customer</u> ...</p> <p>... <u>or other nominated person</u> —</p> <p><del>(i) at the</del> supply address; <del>and</del> <u>or</u></p> <p><del>(ii) any other</del> <u>at another</u> address nominated by the customer; <del>or</del></p> <p><del>(iii) notice by electronic means to the customer,</del> <u>by electronic communication;</u></p> <p>and</p> <p><del>(b) unless expressly requested in writing</del> by the customer ...</p> <p>... <u>or other nominated person</u> ...</p> <p>... not to <del>do so</del>, used <u>its</u> best endeavours to obtain <del>verbal acknowledgement, written acknowledgement or acknowledgement by electronic means</del> <u>acknowledgement</u> from the customer,</p> <p><del>or</del> someone <u>else</u> residing at the supply address, <u>or other nominated person</u>, that the notice has been received.</p> | <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 70(c)</p> <p>Drafting changes.<br/>ECCC advice: minor amendment, item B157</p> <p>ECCC advice: recommendation 15(b)</p> <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 74</p> <p>ECCC advice: recommendation 15(b)</p> <p>Drafting changes.</p> <p>ECCC advice: recommendation 15(b)</p> |
| 7.7(4A) and (5)<br><u>84(2) and (3)</u> | <p><del>(4A)(2) Notwithstanding clause 7.7(4)(b) Subclause (1) does not apply if —</del></p> <p><del>(a) an the</del> interruption, <del>planned or otherwise, to restore is for the purpose of restoring the</del> supply <del>to a supply address that is registered as of electricity to</del> a life support equipment address; <del>or is not subject to the notice requirements in clause 7.7(4)(b); however</del></p> <p><del>(b) a distributor must use best endeavours to contact the customer, or someone residing at the supply address, prior to an interruption to restore supply to a supply address that is registered as a life support equipment address.</del></p> <p><del>(5) (b) If a the</del> distributor <del>has already provided</del> <u>provides</u> notice of a planned interruption <u>that</u></p>  | <p>Drafting changes.<br/>Includes ECCC advice: minor amendment, item B158</p>   |

| Clause             |   | Reason for amendment   |
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|                    | <p><del>will affect a supply address</del> under the <del>Electricity Industry Code</del> <u>Electricity Industry (Network Quality and Reliability of Supply) Code 2005</u> <del>that will affect a supply address, prior to before</del> the distributor <del>registering registers the a customer's</del> supply address as a life support equipment address under <del>clause 7.7(3)(a), this Part.</del></p> <p>(3) <del>If subclause (2) applies</del> the distributor must use <del>its</del> best endeavours to contact <del>that the</del> customer, or someone residing at the supply address, <del>prior to before</del> the <del>planned</del> interruption <del>occurs</del>.</p>   |  |
| 85                 | <u>Periodic reviews</u>   | Drafting changes.  |
| 7.7(6)(a)<br>85(1) | <p><u>A retailer must require a customer whose supply address is registered as a life support equipment address, by a notice given to the customer within the period beginning 3 months before, and ending 3 months after, each anniversary of the registration of a supply address under this Part —</u></p> <p>(a) <del>No earlier than 3 months before the 12 month anniversary of the confirmation from the appropriately qualified medical practitioner referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, a retailer must contact a customer to — unless paragraph (b) applies — to</del></p> <p><del>(i) — ascertain whether</del> <u>confirm that</u> a person residing at the customer's supply address continues to require life support equipment; <del>and or</del></p> <p><del>(ii) — if the customer has not provided the initial certification or re-certification from an appropriately qualified medical practitioner within the last 3 years, request that the customer provide that re-certification.</del></p> <p><u>(b) in the case of every 3<sup>rd</sup> anniversary – to provide the retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address continues to require life support equipment.</u></p> | <p>Drafting changes.</p> <p>The word 'contact' has been replaced with 'by a notice given' because ECCC Final Review Report: recommendation 75 was for the retailer to give prescribed information to the customer. The information that must be included in the notice is set out in clause 85(2) of the amended Code.</p> |
| 7.7(6)(b)<br>85(2) | <p><del>A retailer must provide a minimum period of</del> <u>A notice under subclause (1) must —</u></p> <p>(a) <u>allow a customer at least 3 months</u> <del>for a customer</del> to provide the information <del>requested</del> <u>required</u> by the retailer <del>in subclause (6)(a); and</del></p> <p>(b) <u>warn the customer that —</u></p> <p><u>(i) the customer's supply address will be de-registered as a life support equipment address if the customer fails to comply with the notice or if the customer notifies the retailer that a person residing at the supply address no longer requires life support equipment; and</u></p> <p><u>(ii) if the supply address is de-registered, the customer will no longer receive the protections</u></p>  | ECCC Final Review Report: recommendation 75  |

| Clause   |  | Reason for amendment  |
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|  | <p><a href="#">provided by this code for life support equipment addresses.</a></p>   |   |
| <p><a href="#">7.7(7)(a)</a><br/><a href="#">86(1) and (2)</a></p> | <p>(1) <del>When</del> — <a href="#">This clause applies if —</a></p> <p>(a) <a href="#">a retailer is notified that —</a></p> <p>(i) <del>a person who requires life support equipment, vacates the supply address;</del><br/>or</p> <p>(ii) <del>a person who required life support equipment, a customer's supply address</del> no longer requires <del>the</del> <a href="#">registration as a</a> life support equipment address; or</p> <p><del>(iii)(b) subject to subclause (7)(b), a customer fails to provide the information requested by a retailer for the purposes of subclause (6)(a)(i) or the re-certification referred to in subclause (6)(a)(ii),</del> <a href="#">comply with a notice from a retailer under clause 85 in relation to a life support equipment address within the period allowed under clause 85(2)(a).</a></p> <p><del>within the time period referred to in subclause (6)(b), or greater period if allowed by the retailer,</del></p> <p><del>the retailer's and distributor's obligations under subclauses (1) to (6) terminate and</del></p> <p>(2) <del>the retailer or distributor (as applicable) must remove the customer's details from the life support equipment address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii)</del> <a href="#">If subclause (1)(a) applies, the retailer must de-register the life support equipment address —</a></p> <p>(iv)(a) <del>the next business day, if the retailer or distributor (as applicable) becomes aware of the relevant matter in subclause (7)(a)(i), (ii) or (iii)</del> <a href="#">if the notification is received before 3pm on a business day — no later than the next business day;</a> or</p> <p>(v)(b) <del>within 2 business days, if the retailer or distributor (as applicable) becomes aware of the relevant matter in subclause (7)(a)(i), (ii) or (iii)</del> <a href="#">if the notification is received on or after 3pm on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days after receipt of the notification.</a></p> | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 76</li> <li>• Paragraph (i) has been deleted because the revised wording of clause 86(1)(a) of the amended Code already covers these circumstances.</li> <li>• ECCC advice: minor amendment, item B97 and B...</li> </ul> <p>This is no longer required as clause 85(2)(a) of the amended Code provides that a retailer may allow a customer more than 3 months to provide the information.</p> <p>This matter is now addressed in clause 86(7) of the amended Code.</p> <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 76 – with drafting changes. <ul style="list-style-type: none"> <li>– The distributor's obligation to de-register a life support equipment address is now addressed in clause 86(5) of the amended Code.</li> <li>– The timeframes no longer apply to clause 86(1)(b) of the amended Code because there is no clear point in time from which the timeframes should be calculated.</li> </ul> </li> <li>• ECCC advice: minor amendment, item B...</li> </ul> |

| Clause                             |   | Reason for amendment  |
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| 7.7(7)(b)<br><a href="#">86(3)</a> | <p><del>A customer will have failed to provide the information requested by a retailer for the purposes of subclause (6)(a)(i) or the re-certification referred to in subclause (6)(a)(ii) if the contact by the retailer consisted of at least the following, each a minimum of 10 business days from the date of the last contact—</del></p> <p><u>If subclause (1)(b) applies, the retailer must —</u></p> <p><del>(i) written correspondence sent by registered post to the customer's supply address, and any other address nominated by the customer; and</del></p> <p><del>(ii)(a) a minimum of 2 other attempts on at least 2 occasions, at least 10 business days apart, take reasonable steps to contact the customer ...</del></p> | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 76 – with drafting changes.</li> <li>• ECCC advice: recommendation 17</li> </ul>  |
|                                    | <p><del>... by any of the following means—</del></p> <p><del>(A) electronic means;</del></p> <p><del>(B) telephone;</del></p> <p><del>(C) in person; or</del></p> <p><del>(D) Not Used</del></p> <p><del>(E) by post sent to the customer's supply address and any other address nominated by the customer. ...</del></p>   | <p>ECCC Final Review Report: minor amendment, item MM</p>   |
|                                    | <p><del>... to warn the customer that the life support equipment address may be de-registered; and</del></p> <p><u>(b) de-register the supply address if the customer fails, in response to the steps taken under paragraph (a), to provide the confirmation required under clause 85(1).</u></p>   | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 76 – with drafting changes.</li> <li>• ECCC advice: recommendation 17</li> <li>• ECCC advice: minor amendment, item B164</li> </ul> |
| <a href="#">86(4)</a>              | <p><u>At least one of the steps under subclause (3)(a) must involve sending written correspondence by registered post to the customer's supply address, and to any other address nominated by the customer.</u></p>   | <p>ECCC advice: recommendation 17</p>   |
| <a href="#">86(5)</a>              | <p><u>Subclause (4) does not apply if the notice to the customer under clause 85(1) was sent as written correspondence by registered post to the customer's supply address, and to any other address nominated by the customer.</u></p>   | <p>ECCC advice: recommendation 17</p>   |
| 7.7(7)(e)<br><a href="#">86(6)</a> | <p><del>If a distributor's obligations under subclauses (3), (4), (4A) and (5) terminate as a result of the operation of subclause (7)(a)(iii), a retailer must notify the distributor of this fact</del> <u>A retailer must, when it de-registers a life support equipment address, provide the customer's distributor with a notification about the de-registration</u> as soon as <del>reasonably</del> <u>practicable after taking that step,</u> but in any event, <del>within 3 business days.</del></p>  | <p>ECCC Final Review Report: recommendation 76 – with drafting changes.</p>   |
| <a href="#">86(7)</a>              | <p><u>The distributor must de-register the life support equipment address in accordance with the relevant standard for a distributor.</u></p>   | <p>ECCC Final Review Report: recommendation 76</p> <p>A similar matter was previously addressed in</p>  |

| Clause                             |  | Reason for amendment  |
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|                                    |  | clause 7.7(7)(a).   |
| 7.7(7)(d)<br><a href="#">86(8)</a> | <p><del>For the avoidance of doubt, the retailer's and distributor's obligations under subclauses (1) to (6) do not terminate by operation of this subclause (7) if the retailer or distributor has been informed in accordance with subclause (1) that another person who resides at the supply address continues to require life support equipment.</del></p> <p><u>Despite subclauses (1) to (7), a supply address must not be de-registered if the retailer is aware that another person residing at the supply address still requires life support equipment.</u></p>   | ECCC advice: recommendation 15(c)   |
| <a href="#">86(9)</a>              | <p><u>Once a customer's supply address ceases to be registered as a life support equipment address, the retailer's and distributor's obligations under this code in connection with life support equipment cease to apply in relation to that address.</u></p>   | <p>ECCC Final Review Report: recommendation 76 – with drafting changes.</p> <p>A similar matter was previously addressed in clause 7.7(7)(a).</p>   |
| 12.1<br><a href="#">87</a>         | <p><b>Obligation to establish complaints handling <del>process</del> <u>procedures</u></b></p>   | <p>Drafting changes.</p> <p>ECCC advice: minor amendment, item A17</p>  |
| 12.1(1)<br><a href="#">87(1)</a>   | <p>A <u>Each</u> retailer and distributor must develop, maintain and ...</p> <p>... implement <del>an internal process for handling complaints and resolving disputes</del> <u>a standard complaints and dispute resolution procedure.</u></p>   | <p>Drafting changes.</p> <p>ECCC Final Review Report: minor amendment, item OO</p>  |
| 12.1(2)<br><a href="#">87(2)</a>   | <p>The <del>complaints handling process under subclause (1)</del> <u>standard complaints and dispute resolution procedure</u> ...</p> <p>... must <u>address</u> —</p> <p><del>(a) — comply with Australian Standard AS/NZS 40002:2014;</del></p> <p><del>(b) — address at least —</del></p> <p><del>(i)</del><u>(a)</u> how complaints must be lodged by customers; <u>and</u></p> <p><del>(ii)</del><u>(b)</u> how complaints will be handled by <u>a the</u> retailer or distributor, including —</p> <p><del>(A)</del><u>(i)</u> a right of a customer to have <del>its</del> <u>a</u> complaint considered by a senior employee <del>within each organisation of the retailer or distributor</del> if the customer is not satisfied with the manner in which the complaint is being handled; <u>and</u></p> <p><del>(B)</del><u>(ii)</u> the information that will be provided to</p> | <p>ECCC Final Review Report: minor amendment, item PP – with drafting changes.</p> <p>Drafting changes.</p> <p>This matter is now addressed in clause 87(3) of the amended Code.</p> <p>Drafting changes.</p> <p>ECCC advice: minor amendment, item A17</p> <p>Drafting changes.</p> <p>ECCC Final Review Report:</p> |

| Clause                          |   | Reason for amendment  |
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|                                 | <p>a customer, <u>including in accordance with the requirements under clause 89</u>;</p> <p><del>(iii)(c) response times for complaints; and</del><br/> <del>(iv)(d) the method of response;</del></p> <p><del>(c) — detail how a retailer will handle complaints about the retailer, electricity marketing agents or marketing; and</del></p> <p><del>(d) — be available at no cost to customers.</del></p>  | <p>recommendation 97(a) – with drafting changes.</p> <p>Drafting changes.</p> <p>ECCC Final Review Report: recommendation 98</p> <p>A similar matter is now addressed in clauses 68(1)(e) and 75(1)(i) of the amended Code.</p> |
| <u>87(3)</u>                    | <p><u>The standard complaints and dispute resolution procedure must comply with AS/NZS 10002:2014.</u></p>  | <p>Drafting changes.</p> <p>This matter was previously addressed in clause 12.1(2)(a).</p>  |
| <del>12.1(3)</del>              | <p><del>For the purposes of subclause (2)(b)(ii)(B), a retailer or distributor must at least —</del></p> <p><del>(a) — when responding to a complaint, advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process); and</del></p> <p><del>(b) — when a complaint has not been resolved internally in a manner acceptable to a customer, advise the customer —</del></p> <p><del>(i) — of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and</del></p> <p><del>(ii) — that the customer has the right to raise the complaint with the electricity ombudsman or another relevant external dispute resolution body and provide the Freecall telephone number of the electricity ombudsman.</del></p> | <p>ECCC Final Review Report: recommendation 97(b)</p> <p>A similar matter is now addressed in clause 88 of the amended Code.</p>  |
| <del>12.1(4)</del><br><u>88</u> | <p><u>Acknowledgement of complaint and response times</u></p> <p><del>For the purpose of subclause (2)(b)(iii), a</del> A retailer or distributor must, on receipt of a written complaint by a customer—</p> <p>(a) acknowledge the complaint within 10 business days; and</p> <p>(b) respond to the complaint by addressing the matters in the complaint within 20 business days.</p>  | <p>ECCC Final Review Report: recommendation 99</p>  |
| <u>89</u>                       | <p><u>Advice about outcome of complaint</u></p> <p><u>A retailer or distributor must —</u></p> <p><u>(a) inform the customer of the outcome of a complaints process; and</u></p> <p><u>(b) unless the customer has advised the retailer or distributor that the complaint has been resolved in a manner acceptable to the customer, inform the customer —</u></p> <p><u>(i) of the retailer’s or distributor’s reasons</u></p>  | <p>ECCC Final Review Report: recommendation 97(b)</p> <p>ECCC advice: minor amendment, item B166</p>  |

| Clause                  |   | Reason for amendment                         |
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|                         | <p><a href="#">regarding the outcome:</a></p> <p>(ii) <a href="#">that if the customer is not satisfied with the outcome, the customer may make a complaint or take a dispute to the electricity industry ombudsman; and</a></p> <p>(iii) <a href="#">of the contact details for the electricity industry ombudsman.</a></p>  |  |
| 12.2                    | <p><b>Obligation to comply with a guideline that distinguishes customer queries from complaints</b></p> <p><del>A retailer must comply with any guideline developed by the Authority relating to distinguishing customer queries from complaints.</del></p>   | ECCC Final Review Report: recommendation 101 |
| 12.3                    | <p><b>Information provision</b></p> <p><del>A retailer, distributor and electricity marketing agent must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes.</del></p>   | ECCC Final Review Report: recommendation 102 |
| 12.4<br>90              | <p><b>Obligation to refer complaint</b></p> <p><del>When</del> <b>If</b> a retailer, distributor or electricity marketing agent receives a complaint <a href="#">from a customer</a> that does not relate to its functions, it must advise the customer of the entity that the retailer, distributor or electricity marketing agent reasonably considers to be the appropriate entity to deal with the complaint (if known).</p>  | ECCC advice: minor amendment, item B167      |
| Part 13                 | <b>Part 13</b>  | ECCC Final Review Report: recommendation 103 |
| 13.1                    | <p><b>Preparation of an annual report</b></p> <p><del>A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the Authority.</del></p>  | ECCC Final Review Report: recommendation 103 |
| 13.2                    | <p><b>Provision of annual report to the Authority</b></p> <p><del>A report referred to in clause 13.1 must be provided to the Authority by the date, and in the matter and form, specified by the Authority.</del></p>  | ECCC Final Review Report: recommendation 103 |
| 13.3                    | <p><b>Publication of reports</b></p> <p><del>(1) A report referred to in clause 13.1 must be published by the date specified by the Authority.</del></p> <p><del>(2) A report is published for the purposes of subclause (1) if—</del></p> <p><del>(a) copies of it are available to the public, without cost, at places where the retailer or distributor transacts business with the public; and</del></p> <p><del>(b) a copy of it is posted on an internet website maintained by the retailer or distributor.</del></p> | ECCC Final Review Report: recommendation 103 |
| <a href="#">Part 13</a> | <a href="#">Protections relating to family violence</a>   | ECCC advice: minor amendment, item B168      |
| <a href="#">91</a>      | <a href="#">Family violence policy</a>  | Drafting changes.                            |

| Clause |  | Reason for amendment   |
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| 91(1)  | <u>A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers.</u>  | ECCC Final Review Report: recommendation 107(a) – with drafting changes.   |
| 91(2)  | <p><u>The family violence policy must —</u></p> <p>(a) <u>provide for the training of staff (including call centre staff and field officers) about issues related to family violence and its impacts, including how to identify customers who may be affected by family violence and how to apply the policy effectively and appropriately to provide assistance to vulnerable customers; and</u></p> <p>(b) <u>require the retailer to advise a vulnerable customer —</u></p> <p>(i) <u>that the retailer must take reasonable steps to protect the vulnerable customer’s information if the customer requests the retailer to do so; and</u></p> <p>(ii) <u>about the consequences of being named on the account of a residential customer who is not a vulnerable customer;</u></p> <p>(c) <u>require the retailer —</u></p> <p>(i) <u>to take reasonable steps to establish a safe method of communication with a vulnerable customer and if a method of communication proposed by a vulnerable customer is not reasonably practicable, to offer an alternative method of communication; and</u></p> <p>(ii) <u>to keep a record of any method of communication that has been agreed between the retailer and a vulnerable customer; and</u></p> <p>(iii) <u>to use any agreed method of communication for the purposes of providing information required by this code;</u></p> <p><u>and</u></p> <p>(d) <u>include processes to ensure that a vulnerable customer does not have to repeatedly refer to, or disclose, their situation when they make contact with the retailer or another person acting on behalf of the retailer; and</u></p> <p>(e) <u>provide that if the retailer becomes aware that a pre-payment meter customer is a vulnerable customer, the retailer will provide advice to the customer about —</u></p> <p>(i) <u>the different types of meters available to the customer; and</u></p> <p>(ii) <u>the advantages and disadvantages that may be associated with each type of meter to a customer in their situation; and</u></p> <p>(iii) <u>the process for requesting a different meter; and</u></p> <p>(iv) <u>the fact that there would not be a charge to replace the pre-payment meter with a standard</u></p> | <p>-</p> <p>ECCC Final Review Report: recommendation 108 – with drafting changes.<br/>ECCC advice: recommendation 19(b)</p> <p>ECCC Final Review Report: recommendation 109(a).<br/>ECCC advice: recommendation 19(b)</p> <p>ECCC advice: recommendation 19(b)</p> <p>ECCC Final Review Report: recommendation 109(b), (c) and (d) – with drafting changes.</p> <p>ECCC Final Review Report: recommendation 110</p> <p>ECCC advice: recommendation 20(d) and (e)</p> |

| Clause              |  | Reason for amendment  |
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|                     | <p><u>meter if the customer were to choose that option;</u><br/><u>and</u></p>   |   |
|                     | <p><u>(f) require the retailer to consider reducing or waiving any fees, charges or debt that would otherwise be payable by a vulnerable customer; and</u></p>   | <p>ECCC Final Review Report: recommendation 111(b)</p>  |
|                     | <p><u>(g) without limiting paragraph (f), require the retailer to consider —</u><br/> <u>(i) the potential impact of debt collection on a vulnerable customer who is liable for the debt; and</u><br/> <u>(ii) the extent to which another person may have contributed to an amount owing for electricity supplied to a vulnerable customer’s supply address; and</u><br/> <u>(iii) in the case of a vulnerable customer who is a pre-payment meter customer – the provision of financial assistance;</u><br/><u>and</u></p> | <p>ECCC Final Review Report: recommendation 111(a)</p> <p>ECCC advice: recommendation 22</p> <p>ECCC advice: recommendation 20(C)</p>               |
|                     | <p><u>(h) require the retailer to have arrangements in place to assist a vulnerable customer who is a pre-payment meter customer to avoid disconnection; and</u></p>   | <p>ECCC advice: recommendation 20(b)</p>  |
|                     | <p><u>(i) provide that the retailer will take into account the circumstances of a vulnerable customer before disconnecting the vulnerable customer’s supply address for failure to pay a bill; and</u></p>   | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 115</li> <li>• ECCC advice: minor amendment, item B170</li> </ul> |
|                     | <p><u>(j) provide information about the operation of clause 92; and</u></p>  | <p>ECCC advice: minor amendment, item B171</p>  |
|                     | <p><u>(k) include —</u><br/> <u>(i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and</u><br/> <u>(ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;</u><br/><u>and</u></p>  | <p>Consistent with the requirements for financial hardship policies set out in clause 46(2)(g) of the amended Code.</p>                             |
|                     | <p><u>(l) for printed copies of the family violence policy — be available in large-print copies.</u></p>   | <p>Consistent with the requirements for financial hardship policies set out in clause 46(2)(h) of the amended Code.</p>                             |
| <p><u>91(3)</u></p> | <p><u>The training required under subclause (2)(a) must satisfy at least 1 of the following requirements —</u><br/> <u>(a) it is developed in conjunction with appropriate consumer representatives;</u><br/> <u>(b) it is provided by appropriate consumer representatives.</u></p>   | <p>ECCC Final Review Report: recommendation 108</p> <p>Includes ECCC advice: minor amendment, item B172</p>   |

| Clause |   | Reason for amendment   |
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| 91(4)  | <u>Subclause (2)(j) does not apply in relation to former residential customers.</u>   | ECCC advice: recommendation 19(b)  |
| 91(5)  | <u>If directed by the Authority, a retailer must review its family violence policy or related procedures, and submit the results of the review to the Authority within a period specified by the Authority.</u>   | ECCC Final Review Report: recommendation 113(a) and (c)  |
| 91(6)  | <p><u>A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is —</u></p> <p><u>(a) developing its family violence policy; or</u><br/> <u>(b) reviewing its family violence policy because of a direction of the Authority under subclause (5).</u></p>   | ECCC Final Review Report: recommendation 107(b) and 113(b)   |
| 92(1)  | <p><b><u>Protection from disconnection</u></b></p> <p><u>A retailer must ensure that the residential supply address of a vulnerable customer is not disconnected for a period of 9 months from the date on which the retailer becomes aware that the customer is a vulnerable customer unless —</u></p> <p><u>(a) the retailer is informed by the vulnerable customer, or otherwise becomes aware, that the customer no longer resides at that supply address; or</u><br/> <u>(b) the disconnection is requested by the vulnerable customer; or</u><br/> <u>(c) there are safety reasons warranting the disconnection; or</u><br/> <u>(d) there is an emergency warranting the disconnection; or</u><br/> <u>(e) electricity has been illegally consumed at the supply address.</u></p> | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 114 – with drafting changes.</li> <li>• ECCC advice: minor amendment, item B173</li> </ul> |
| 92(2)  | <p><u>Nothing in subclause (1) —</u></p> <p><u>(a) affects a vulnerable customer’s responsibility to pay for electricity supplied by a retailer to a supply address; or</u><br/> <u>(b) affects a retailer’s ability to send bills and notices to a vulnerable customer in connection with payment for the supply of electricity or to take other steps in connection with a liability to pay for electricity supplied by the retailer.</u></p>   | <ul style="list-style-type: none"> <li>• Clarification.</li> <li>• ECCC advice: minor amendment, item B173</li> </ul>  |
| 92(3)  | <p><u>This clause does not apply in relation to –</u></p> <p><u>(a) pre-payment meter customers; or</u><br/> <u>(b) former residential customers.</u></p>   | ECCC advice: recommendation 20(a)  |
| 93(1)  | <p><b><u>Written evidence</u></b></p> <p><u>A retailer must not require written evidence of family violence from a customer unless the evidence is reasonably necessary to enable the retailer to determine the most appropriate way to —</u></p> <p><u>(a) address a failure to pay a bill and, if relevant, deal with debt collection; or</u><br/> <u>(b) deal with a proposed disconnection of a supply</u></p>  | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 106(a)</li> <li>• ECCC advice: minor amendment, item B174</li> </ul>                       |

| Clause                                 |  | Reason for amendment   |
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|  | <u>address.</u>  |  |
| <u>93(2)</u>                           | <u>To the extent that written evidence of family violence is required, it need only be 1 document of a kind that is listed in the Residential Tenancies Act 1987 section 71AB(2).</u>  | <ul style="list-style-type: none"> <li>• ECCC Final Review Report: recommendation 106(a)</li> <li>• ECCC advice: minor amendment, item B174</li> </ul> |
| Division 1                             | <b>Obligations <del>particular to</del> for retailers</b>  | Drafting changes.  |
| <u>14.1(1)</u><br><u>94(1) and (2)</u> | <p>(1) <del>Subject to clause 14.6, if a</del> <u>Unless clause 99 applies, a retailer must make the payment specified under subclause (2) if —</u></p> <p><del>(a) the</del> <u>(a) the</u> retailer is required to arrange a reconnection of a customer’s supply address under Part 8; <del>and</del></p> <p><del>(b) either —</del></p> <p><del>(a)(i) but the retailer has not complied with the time frames prescribed in clause 8.1(2) and has not otherwise caused the customer’s supply address to be reconnected as contemplated by clause 8.1(3) clause 53(3) or (4); or</del></p> <p><del>(b)(ii) the retailer has complied with the time frames prescribed in clause 8.1(2) clause 53(3), but a distributor has not complied with the timeframes prescribed set out in clause 8.2(2), 54(4).</del></p> <p><del>(2) the</del> <u>The</u> retailer must pay <del>to</del> the customer \$60 for each day that <del>it</del> <u>the retailer or the distributor (as the case may be)</u> is late, up to a maximum of \$300.</p> | Drafting changes.<br>Includes ECCC advice: minor amendment, items B175 and B176  |
| <u>14.1(2)</u><br><u>94(3)</u>         | <del>Subject to clause 14.6</del> <u>Unless clause 99 applies,</u> if a retailer <del>is liable to and</del> makes a payment under <del>subclause (4) this clause</del> due to an act or omission of a distributor, the distributor must <del>compensate reimburse</del> the retailer for <u>the amount of</u> the payment.  | Drafting changes.  |
| <u>14.2(1)</u><br><u>95(1) and (2)</u> | <p>(1) <del>Subject to clause 14.6, if</del> <u>Unless clause 99 applies,</u> a retailer <u>must make the payment specified under subclause (2) if the retailer —</u></p> <p>(a) fails to comply with any of the procedures <del>prescribed set out</del> under Part 6 (if applicable and other than clauses <del>6.8, 6.9 or 6.10</del> <u>45(3) and 46</u>), or <del>Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), or 7.7(2)(e) of the Code clause 48 or 82(1), prior to before</del> <u>arranging for disconnection of,</u> or <u>disconnecting,</u> a customer for failure to pay a bill; or</p> <p>(b) arranges for disconnection <u>of,</u> or <u>disconnects,</u> a customer in contravention of <del>clauses 7.2, 7.3, 7.6 or 7.7</del> <u>clause 49, 50 or 52</u> for failure to pay a bill;</p> <p><del>(2) the</del> <u>The</u> retailer must pay <del>to</del> the customer \$100 for each day that the customer <del>was</del> <u>is</u> wrongfully disconnected.</p>                                     | Drafting changes.<br>Includes ECCC advice: minor amendment, item B110  |

| Clause   |   | Reason for amendment  |
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| <a href="#">14.2(2)</a><br><a href="#">95(3)</a>                         | <del>Subject to clause 14.6</del> <del>Unless clause 99 applies</del> , if a retailer <del>is liable to and</del> makes a payment under <del>subclause (1)</del> <del>this clause</del> due to an act or omission of a distributor, the distributor must <del>compensate</del> <del>reimburse</del> the retailer for <del>the amount of</del> the payment.  | Drafting changes.   |
| <a href="#">14.3(1)</a><br><a href="#">96(1)</a>                         | <del>Subject to clause 14.6</del> <del>Unless clause 99 applies</del> , if a retailer fails to acknowledge or respond to a <del>written</del> complaint <del>made by a customer</del> within the timeframes <del>prescribed set out</del> in clause <del>12.1(4)</del> <del>88</del> , the retailer must pay <del>to</del> the customer \$20.   | Drafting changes.<br>Includes ECCC advice: minor amendment, item A 18 and B |
| <a href="#">14.3(2)</a><br><a href="#">96(2)</a>                         | A retailer <del>will is</del> only <del>be</del> liable to make 1 payment <del>of \$20</del> , under <del>subclause (1)</del> , <del>this clause</del> for each written complaint.  | Drafting changes.   |
| Division 2   | <b>Obligations <del>particular to</del> <del>for</del> distributors</b>   | Drafting changes.   |
| <a href="#">14.4(1)</a><br><a href="#">98(1)</a>                         | <del>Subject to clause 14.6</del> <del>Unless clause 99 applies</del> , if a distributor fails to acknowledge or respond to a complaint within the timeframes <del>prescribed set out</del> in clause <del>12.1(4)</del> <del>88</del> , ...  | Drafting changes.   |
|  | ... the distributor must pay <del>to</del> the customer \$20.   | ECCC advice: minor amendment, item A19                                      |
| <a href="#">14.4(2)</a><br><a href="#">98(2)</a>                         | A distributor <del>will is</del> only <del>be</del> liable to make 1 payment <del>of \$20</del> , under <del>subclause (1)</del> , <del>this clause</del> for each written complaint.   | Drafting changes.   |
| <a href="#">14.5</a><br><a href="#">97(1) and</a><br><a href="#">(2)</a> | (1) <del>Subject to clause 14.6</del> <del>Unless clause 99 applies</del> , a distributor must make the payment specified under <del>subclause (2)</del> if a <del>the</del> distributor disconnects a customer's supply address other than <del>as authorised</del> <del>by</del> —<br>(a) <del>as authorised by</del> this <del>Code</del> <del>code</del> or otherwise authorised by <del>written</del> law; or<br>(b) <del>as authorised by</del> a retailer;<br>(2) <del>then the</del> <del>The</del> distributor must pay <del>to</del> the customer \$100 for each day that the customer <del>was is</del> wrongfully disconnected. | Drafting changes.<br>Includes ECCC advice: minor amendment, item B111       |
| <a href="#">14.6(1)</a><br><a href="#">99(1)</a>                         | A retailer or distributor is not required to make a payment under <del>clauses 14.1 to 14.5</del> <del>this Part</del> if events or conditions outside the control of the retailer or distributor caused the retailer or distributor to be liable to make the payment.  | Drafting changes.   |
| <a href="#">14.6(2)</a><br><a href="#">99(2)</a>                         | Except in the case of a payment under clauses <a href="#">14.2</a> <a href="#">95</a> and <a href="#">14.5</a> <a href="#">97</a> , which are required to be made without application by a customer as soon as reasonably practical, a retailer or distributor is not required to make a payment under <del>clauses 14.1 to 14.5</del> <del>this Part</del> if the customer fails to apply to the retailer or distributor for the payment within 3 months of the non-compliance by the retailer or distributor.   | Drafting changes.   |
| <a href="#">14.6(3)</a><br><a href="#">99(3)</a>                         | <del>Under clauses 14.3 and 14.4</del> <del>If clause 96 or 98 applies</del> , a retailer or distributor is not required to make more than 1  | Drafting changes.<br>Includes ECCC advice:                                  |

| Clause  |  | Reason for amendment   |
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|   | payment to each affected supply address per event of non-compliance with the <del>performance standards</del> <a href="#">timeframes set out in clause 88.</a>   | minor amendment, item B  |
| <a href="#">14.7(1)</a><br><a href="#">100(1)</a> | A retailer who is required to make a payment under <del>clauses 14.1, 14.2 or 14.3</del> <a href="#">clause 94, 95 or 96</a> must do so —<br>(a) by deducting the amount of the payment from the amount due under the customer's next bill; <a href="#">or</a><br>(b) by paying the amount directly to the customer. <del>;</del> <del>or</del><br><del>(c) as otherwise agreed between the retailer and the customer.</del>   | Drafting changes<br><br>ECCC Final Review Report: recommendation 5(a)  |
| <a href="#">14.7(2)</a><br><a href="#">100(2)</a> | A distributor who is required to make a payment under <del>clauses 14.4 or 14.5</del> <a href="#">clause 97 or 98</a> must do so —<br>(a) by paying the amount to the customer's retailer who will pass the amount on to the customer in accordance with subclause (1); <a href="#">or</a><br>(b) by paying the amount directly to the customer. <del>;</del> <del>or</del><br><del>(c) as otherwise agreed between the distributor and the customer.</del>  | Drafting changes.<br><br>ECCC Final Review Report: recommendation 5(a) |
| <a href="#">14.7(3)</a><br><a href="#">100(3)</a> | <del>For the avoidance of doubt, a</del> <a href="#">A</a> payment made under this Part does not affect any rights of a customer to claim damages or any other remedy.   | Drafting changes.  |
| <a href="#">14.8(1)</a><br><a href="#">101(1)</a> | If a retailer or distributor who is required to make a payment to a customer under this Part fails to comply with <a href="#">clause 14.7 100</a> within 30 days <del>of</del> <a href="#">after</a> the date of demand for payment by the customer, or in the case of a payment required to be made under <del>clause 14.2(1) or 14.5 95 or 97</del> , within 30 days <del>of</del> <a href="#">after</a> the date of the wrongful disconnection, then the customer may recover the payment in a court of competent jurisdiction as a debt due from the retailer or distributor (as the case may be) to the customer. | Drafting changes.  |
| <a href="#">14.8(2)</a><br><a href="#">101(2)</a> | If a retailer is entitled under <del>clause 14.1(2) or 14.2(2) 94(3) or 95(3)</del> to <a href="#">compensation reimbursement of an amount</a> from a distributor, and the distributor fails to <del>pay</del> <a href="#">reimburse</a> the <del>compensation amount to the retailer</del> within 30 days <del>of</del> <a href="#">after</a> the date of <del>a</del> demand for <del>compensation</del> payment by the retailer, then the retailer may recover the <del>compensation amount of the</del> payment in a court of competent jurisdiction as a debt due from the distributor to the retailer.           | Drafting changes.<br>Includes ECCC advice: minor amendment, item B182  |
| <a href="#">Part 15</a>                           | <a href="#">Repeal</a>   |  |
| <a href="#">102</a>                               | <a href="#">Code of Conduct for the Supply of Electricity to Small Use Customers 2018 repealed</a><br><a href="#">The Code of Conduct for the Supply of Electricity to Small Use Customers 2018 is repealed.</a>   |  |

Note:

This table does not refer to the following ECCC recommendations because it only shows the changes between the 2018 Code and the new Code (these ECCC recommendations only resulted in changes between the draft consultation Code and the new Code):

- ECCC advice: recommendations 10(a) and 20
- ECCC advice: minor amendment, items A10, B14, B18, B19, B21, B22, B30, B34, B35, B63, B71, B72, B81