



Western Australia

Energy Coordination Act 1994

Gas Marketing Code of Conduct 2022

**Incorporating the amendments proposed by the Gas
Marketing Code of Conduct Amendment Code 2024.**

Consultation Draft

Gas Marketing Code of Conduct 2022

Contents

Part 1 — Preliminary

1.	Citation	1
2.	Commencement	1
3.	Terms used	1

Part 2 — Marketing

Division 1 — Retailer obligations

4.	Retailers must ensure gas marketing agents comply with Part	5
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Division 2 — Contracts and information to be provided to small use customers

5.	Entering into standard form contract	5
6.	Entering into non-standard contract	7

Division 3 — Marketing conduct

6A.	Term used: comparative marketing claim	9
6B.	Standards of conduct for comparative marketing claims	10
6C.	Comparative marketing claims that refer to cooking, space heating or water heating appliances	10
6D.	Comparative marketing claims that refer to cooking, space heating or water heating	12
6E.	Comparative marketing claims that refer to environmental sustainability or greenhouse gas emissions	12
7.	Other standards of conduct	13
8.	Contact for purposes of marketing	14
9.	Compliance with signs	16

	Division 3A — Basic plan information documents	
	Subdivision 1 — Contents of basic plan information documents	
9A.	Meaning of gas plan, generally available plan, restricted plan and basic plan information document	17
9B.	Contents of basic plan information documents	18
9C.	Display requirements	18
9D.	Language requirements	19
9E.	Allowed inclusions	19
9F.	Dual fuel plans	19
	Subdivision 2 — Obligations on retailers	
9G.	Retailers must make basic plan information documents available to small use customers	20
9H.	Retailers must provide link to basic plan information documents on retailers' websites	21
9I.	Retailers must ensure third party websites provide link to basic plan information documents	21
9J.	Retailers advertising generally available plans must provide link to basic plan information documents	22
	Division 4 — Miscellaneous	
10.	Compliance with code	23
11.	Presumption of authority	23
12.	Gas marketing agent complaints	23
13.	Records must be kept	24
	Part 3 — Repeal	
14.	<i>Gas Marketing Code of Conduct 2017</i> repealed	25
	Schedule 1 — Contents of basic plan information documents	
1.	Introductory statement	26
2.	Eligibility criteria	26
3.	General plan information	27
4.	Charges	28
5.	Discounts and incentives	28
6.	Fees not part of plan charges	29

**Schedule 2 — Terms permitted and
not permitted in basic plan
information documents**

Notes

Compilation table

32

Consultation Draft

Gas Marketing Code of Conduct 2022

Part 1 — Preliminary

1. Citation

This code is the *Gas Marketing Code of Conduct 2022*.

2. Commencement

This code comes into operation as follows —

- (a) Part 1 — on the day on which this code is published in the *Gazette*;
- (b) the rest of the code — on 1 July 2022.

3. Terms used

In this code —

alternative tariff, for a small use customer, means a tariff other than the tariff under which the customer is currently supplied gas;

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

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

basic plan information document has the meaning given in clause 9A(4);

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

Compendium means the Compendium of Gas Customer Licence Obligations prepared and administered by the Authority;

cl. 3

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

concession means a concession, rebate, subsidy or grant, available to residential customers only, in relation to the supply of gas;

contact means contact that is —

(a) face to face; or

(b) by telephone; or

(c) by post; or

~~(e) by post or facsimile; or~~

(d) by email or other means of electronic communication;

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;

distributor means —

(a) in relation to a small use customer who has entered into a contract — the person who holds the distribution licence for the system through which gas is supplied to the customer under the contract; or

(b) otherwise — a person who holds a distribution licence;

~~**distributor**, in relation to a small use customer who has entered into a contract, means the person who holds the distribution licence under Part 2A of the Act for the system through which gas is supplied to the customer under the contract;~~

gas industry ombudsman means the Energy and Water Ombudsman Western Australia performing the function of gas industry ombudsman under a scheme approved under Part 2D of the Act and an agreement under the *Parliamentary Commissioner Act 1971* section 34;

gas 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 gas 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 representative;~~

gas plan has the meaning given in clause 9A(1);

generally available plan has the meaning given in clause 9A(2);

Housing Authority means the Housing Authority referred to in the *Housing Act 1980* section 6(4);

induction cooktop means a device that —

- (a) uses metal coils to induce an electric field that heats the base of a cooking vessel; and
- (b) is not designed to produce heat —
 - (i) using the electric resistance of those coils; or
 - (ii) by directly combusting solid, liquid or gaseous fuels;

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

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-standard contract has the meaning given in section 11WB of the Act;

cl. 3

residential customer means a small use customer who consumes gas solely for domestic use;

retailer means a person who holds a trading [licence](#); ~~licensee under Part 2A of the Act;~~

standard form contract has the meaning given in section 11WB of the Act;

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 a gas marketing agent —

- (a) expressly; and
- (b) in writing or orally; and
- (c) by a small use 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 a gas marketing agent —

- (a) expressly; and
- (b) in writing or orally; and
- (c) by a small use customer or a nominated person competent to give the consent on the customer's behalf; and
- (d) after the retailer or gas 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.

Note for this clause:

A term used in this code has the same meaning as it has in the *Energy Coordination Act 1994*. See the *Energy Coordination Act 1994* sections 3 and 11ZPL in particular, and the *Interpretation Act 1984* section 44.

[\[Clause 3 amended: Gas Marketing Code of Conduct Amendment Code 2024 cl. 4.\]](#)

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

4. Retailers must ensure gas marketing agents comply with Part

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

Division 2 — Contracts and information to be provided to small use customers

5. Entering into standard form contract

- (1) When a retailer and a small use customer enter into a standard form contract that is not an unsolicited consumer agreement, the retailer or a gas marketing agent must —
 - (a) record the date on which the standard form contract was entered into; and
 - (b) give, or make available to the small use 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.

- (2) Unless subclause (3) applies, if a small use customer enters into a standard form contract with a retailer, the retailer or a gas marketing agent must give the following information to the customer before or at the time of giving the customer's 1st bill —

- (a) how the customer may obtain —
 - (i) a copy of this code and the Compendium; 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 gas 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 residential customer may be eligible to receive concessions and how the residential 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.

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

6. Entering into non-standard contract

- (1) When a retailer and a small use customer enter into a non-standard contract that is not an unsolicited consumer agreement, the retailer or a gas marketing agent must —
- (a) obtain and make a record of the verifiable consent of the small use customer with whom the non-standard contract is entered into; and
 - (b) give, or make available to the small use 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 small use customer, the ~~entering into a non-standard contract with a small use customer,~~ a retailer or a gas marketing agent must give the small use customer the following information —
- (a) that the customer is able to choose the standard form contract offered by the retailer;

- (b) [details of](#) the difference between the non-standard contract and the standard form contract;
 - (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 small use customer enters into a non-standard contract with a retailer, the retailer or a gas marketing agent must give the following information to the customer before or at the time of giving the customer's 1st bill —
- (a) how the customer may obtain —
 - (i) a copy of this code and the Compendium; 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 gas 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](#) ~~network operator'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.

- (4) A retailer or gas marketing agent is not required to give the information set out in subclause (3) to a small use customer if —
- (a) the retailer or gas marketing agent has given the information to the customer within the preceding 12 months; or
 - (b) the retailer or gas 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 gas marketing agent must obtain the small use customer's verifiable confirmation that the information set out in subclause (2) has been given.

[Clause 6 amended: Gas Marketing Code of Conduct
Amendment Code 2024 cl. 5.]

Division 3 — Marketing conduct

6A. Term used: comparative marketing claim

- (1) In this Division —

comparative marketing claim means a marketing claim that —

- (a) compares gas and electricity or implies a comparison between gas and electricity; and
- (b) refers, or impliedly refers, to —
 - (i) cost effectiveness; or
 - (ii) energy efficiency; or
 - (iii) environmental health; or
 - (iv) environmental sustainability; or
 - (v) greenhouse gas emissions.

- (2) For the purposes of paragraph (a) of the definition of comparative marketing claim in subclause (1), a marketing claim impliedly makes a comparison between gas and electricity

if the claim uses 1 or more words that a small use customer is reasonably likely to interpret as making a comparison between gas and electricity.

Examples of words for this subclause: 'benefits', 'better', 'cheaper', 'cleaner', 'efficient', 'faster' and 'less'.

Examples of marketing claims for this subclause:

1. Gas is better for cooking because you can control it instantly.

2. Gas is an efficient way to heat.

[Clause 6A inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 6.]

6B. Standards of conduct for comparative marketing claims

A retailer or gas marketing agent who makes a comparative marketing claim must ensure that the claim complies with clauses 6C to 6E.

[Clause 6B inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 6.]

6C. Comparative marketing claims that refer to cooking, space heating or water heating appliances

(1) In this clause —

Coefficient of Performance, of an appliance, means the ratio of the output heat of the appliance at full capacity (in watts) to the energy input to the appliance as stated by the manufacturer (in watts).

(2) This clause applies if a comparative marketing claim refers to —

(a) a cooking appliance; or

(b) a space heating appliance; or

(c) a water heating appliance.

(3) For each appliance referred to in the comparative marketing claim, the claim must specify —

(a) the Coefficient of Performance of the appliance, displayed as —

(i) “Average efficiency” or an abbreviation of those words; and

(ii) a percentage;

Examples for this paragraph:

1. A Coefficient of Performance of an appliance that is 0.7 is specified as “Average efficiency 70%”.

2. A Coefficient of Performance of an appliance that is 2 is specified as “Avg efficiency 200%”.

and

(b) the estimated cost of use of the appliance; and

(c) the model name or model number of the appliance; and

(d) the type of appliance.

Examples for this paragraph:

1. An induction cooktop is a type of cooking appliance.

2. An electric heat pump is a type of water heating appliance.

(4) For the purposes of subclause (3)(b), the estimated cost of use of an appliance must be —

(a) for a gas appliance — calculated using the rate specified for the first usage component in the Table in the *Energy Coordination (Gas Tariffs) Regulations 2000* Schedule 1 clause 1; and

(b) for an electrical appliance — calculated using the rate specified in the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006* Schedule 1 clause 6(2)(b); and

(c) specified as cents per kilowatt hour of output heat.

[Clause 6C inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 6.]

6D. Comparative marketing claims that refer to cooking, space heating or water heating

- (1) A comparative marketing claim that refers to cooking must —
- (a) include a comparison between a gas cooktop and an induction cooktop; and
- (b) specify direct combustion products reasonably likely to be present during and immediately after the use of a gas cooktop and an induction cooktop.
- (2) A comparative marketing claim that refers to space heating must include a comparison between a gas heater and an air conditioner.
- (3) In subclause (2) —
- air conditioner* has the meaning given in the *Greenhouse and Energy Minimum Standards (Air Conditioners up to 65kW) Determination 2019* (Commonwealth) section 5.
- (4) A comparative marketing claim that refers to water heating must include a comparison between a gas water heater and a heat pump water heater.
- (5) In subclause (4) —
- heat pump water heater* (also known as a vapour compression type water heater) means a water heater with a mechanical device, which uses cyclic adiabatic compression of a vapour, followed by expansion, to force phase changes, which result in heating of the water through a heat exchange process.
- [Clause 6D inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 6.]

6E. Comparative marketing claims that refer to environmental sustainability or greenhouse gas emissions

- (1) This clause applies if a comparative marketing claim refers, or impliedly refers, to environmental sustainability or greenhouse gas emissions.

(2) The comparative marketing claim —

- (a) may only specify information about greenhouse gas emissions in relation to customers' use of cooking appliances, space heating appliances or water heating appliances; and
- (b) must specify the carbon dioxide equivalence of an amount of greenhouse gas as kilograms per kilowatt hour of heat output; and
- (c) must not claim or imply a benefit from the use of gas only by reference to the *National Greenhouse and Energy Reporting (Measurement) Determination 2008* (Commonwealth).

(3) In subclause (2) —

carbon dioxide equivalence, of an amount of greenhouse gas, has the meaning given in the *National Greenhouse and Energy Reporting Act 2007* (Commonwealth) section 7.

[Clause 6E inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 6.]

7. Other standards of conduct ~~Standards of conduct~~

- (1) A retailer or gas 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 gas marketing agent must ensure that a small use customer of the retailer is able to contact the retailer or gas marketing agent using the retailer's or gas marketing agent's contact details, including their telephone number, during the normal business hours of the retailer or gas marketing agent for the purposes of enquiries, verifications and complaints.

8. Contact for purposes of marketing

(1) A retailer or gas marketing agent who contacts a small use customer for the purposes of marketing must —

(a) provide to the customer —

(i) the name of the retailer on whose behalf the contact is being made; and

(ii) if the contact is face to face — the first name and a photograph of the person who is contacting the customer; and

(iii) if the contact is face to face by a gas marketing agent — the agent's marketing identification number;

and

(b) on request by the customer, provide the following information to the customer —

(i) the complaints telephone number of the retailer on whose behalf the contact is being made;

(ii) the business address and Australian Business Number or Australian Company Number of the retailer on whose behalf the contact is being made;

(iii) a link to, or a paper copy of, a basic plan information document about any of the retailer's generally available plans;

(iv) the contact details of the gas industry ombudsman;

(v) if the contact is other than face to face by a gas marketing agent — the agent's marketing identification number.

(2) A retailer or gas marketing agent who meets with a small use customer face to face for the purposes of marketing is taken to have met the requirements of subclause (1)(a) if the retailer or

agent displays a clearly visible and legible identity card that shows the information referred to in that subclause.

- (3) If a small use customer requests information referred to in subclause (1)(b) in writing, the retailer or gas marketing agent must comply with the request as soon as practicable after it is made.

[Clause 8 inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 7.]

8. ~~Contact for purposes of marketing~~

- ~~(1) A retailer or gas marketing agent who contacts a small use customer for the purposes of marketing must, on request by the customer, provide —~~
- ~~(a) the customer with the complaints telephone number of the retailer on whose behalf the contact is being made; and~~
 - ~~(b) the customer with the telephone number of the gas industry ombudsman; and~~
 - ~~(c) in the case of a gas marketing agent — the customer with the gas marketing agent's marketing identification number.~~
- ~~(2) A retailer or gas marketing agent who meets with a small use 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 a gas marketing agent — the 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 a gas marketing agent the 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 telephone number of the gas industry ombudsman.~~
- ~~_____ (3) A retailer or gas marketing agent must comply with a request under subclause (2)(b) as soon as practicable after it is made.~~

9. Compliance with signs

A retailer or gas 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 3A — Basic plan information documents

*[Heading inserted: Gas Marketing Code of Conduct
Amendment Code 2024 cl. 8.]*

Subdivision 1 — Contents of basic plan information documents

*[Heading inserted: Gas Marketing Code of Conduct
Amendment Code 2024 cl. 8.]*

9A. Meaning of gas plan, generally available plan, restricted plan and basic plan information document

- (1) A **gas plan** is a plan by a retailer to supply gas to small use customers under a contract.
- (2) A **generally available plan** is a gas plan that is —
- (a) generally made available to any small use customer in 1 or more supply areas or 1 or more parts of a supply area; and
 - (b) not a restricted plan.
- (3) A **restricted plan** is a gas plan that is only available to —
- (a) a small use customer to meet specific needs of the customer following negotiation between the retailer and the customer; or
 - (b) a small use customer who meets criteria set by the retailer that are not within the customer's control.

Examples for this subclause:

1. A gas plan available to a small use customer who is an employee of the retailer or a business with whom the retailer has a commercial relationship.
2. A gas plan available to a small use customer who negotiates the plan with the retailer based on the retailer supplying gas to multiple locations for the customer.
3. A gas plan available to a small use customer for the purpose of on-selling gas to others, such as the operator of a commercial building or apartment complex on-selling gas to individual tenants or occupants.
4. A gas plan available to a small use customer as part of a pilot program for the supply of gas by the retailer.

5. A gas plan available to a customer who indicates to the retailer that they intend to switch from another retailer to the retailer.

6. A gas plan available to a customer who was formerly receiving gas from the retailer and who the retailer wishes to persuade to return to receiving gas from the retailer.

(4) A **basic plan information document** is a document that provides basic information about a generally available plan in compliance with this Subdivision.

[Clause 9A inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9B. Contents of basic plan information documents

A basic plan information document must include the information specified in Schedule 1 about the plan to which it relates.

[Clause 9B inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9C. Display requirements

(1) A basic plan information document must be in Portable Document Format (PDF).

(2) The words in a basic plan information document must appear in black on a white or lightly coloured background.

(3) The information included in a basic plan information document under clause 9B must appear in the same order in which it is set out in Schedule 1.

(4) Despite subclause (3) —

(a) information may be displayed left to right, rather than top to bottom, on a page; and

(b) information about discounts may be displayed beside information about charges.

[Clause 9C inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9D. Language requirements

A basic plan information document —

- (a) must not include a term specified in column 1 of the Table in Schedule 2; and
- (b) must instead use a term specified in column 2 of the Table opposite the term in column 1 of the Table in Schedule 2.

[Clause 9D inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9E. Allowed inclusions

Clauses 9B to 9D do not prevent —

- (a) the inclusion in a basic plan information document of —
 - (i) an item, such as a logo, to associate the document with the retailer; or
 - (ii) a link to the retailer's website or social media account;

or

- (b) the use of a colour in the document other than that specified in clause 9C(2) for —
 - (i) information other than information required to be included under clause 9B; or
 - (ii) table lines or decorative marks.

[Clause 9E inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9F. Dual fuel plans

- (1) This clause applies if a retailer's generally available plan is part of a plan (a ***dual fuel plan***) that also provides for the supply and sale of electricity.

(2) The basic plan information document about the generally available plan —

(a) may also include information about the supply and sale of electricity; and

(b) must clearly specify whether the information in the document is about the sale and supply of gas or electricity or both gas and electricity.

(3) The retailer's obligations under Subdivision 2 in relation to a basic plan information document about the generally available plan apply regardless of whether the plan forms part of a dual fuel plan.

[Clause 9F inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

Subdivision 2 — Obligations on retailers

[Heading inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9G. Retailers must make basic plan information documents available to small use customers

A retailer must make available to small use customers a basic plan information document about each of the retailer's generally available plans within 5 days after —

(a) the plan becomes available; or

(b) if the plan is already available — any of the information included in the plan under clause 9B changes.

[Clause 9G inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9H. Retailers must provide link to basic plan information documents on retailers' websites

If a retailer publishes information on its website about a generally available plan, the retailer must provide a link to a basic plan information document about the plan that is —

- (a) clearly and prominently displayed on the website; and
- (b) immediately proximate to any link on the website that allows a small use customer to sign up to the plan under a contract.

[Clause 9H inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9I. Retailers must ensure third party websites provide link to basic plan information documents

- (1) This clause applies if information about a retailer's generally available plan is published on a third party price comparison website.
- (2) The retailer must provide, or cause to be provided, a link to a basic plan information document about the generally available plan that is —
 - (a) clearly and prominently displayed on the website; and
 - (b) immediately proximate to any link on the website that —
 - (i) allows a small use customer to sign up to the plan under a contract; or
 - (ii) redirects a small use customer to the retailer's website.

[Clause 9I inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

9J. Retailers advertising generally available plans must provide link to basic plan information documents

(1) In this clause —

advertise includes publish or display, or cause to be published or displayed, by television, radio broadcast, a website, social media, a billboard, a newspaper or a magazine;

website means a website other than a website referred to in clause 9H or 9I.

(2) If a retailer advertises a generally available plan, the retailer must include, or cause to be included, as part of the advertisement, in a clear and legible way, the following statement —

A basic plan information document about this plan is available at [insert details of a link on the retailer's website to a basic plan information document for the generally available plan].

(3) If a retailer advertises, in 1 advertisement, 2 or more generally available plans, the retailer must include, or cause to be included, as part of the advertisement, in a clear and legible way, the following statement —

Basic plan information documents about these plans are available at [insert details of a link on the retailer's website to basic plan information documents for the generally available plans].

[Clause 9J inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 8.]

Division 4 — Miscellaneous

10. Compliance with code

- (1) A gas marketing agent who contravenes a provision of this code commits an offence.

Penalty for this subclause:

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

- (2) If a gas marketing agent contravenes a provision of this code 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 gas marketing agent complied with this code.

11. Presumption of authority

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

- (a) a retailer; or
- (b) a gas marketing agent.

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

12. Gas marketing agent complaints

A gas marketing agent must —

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

marketing, about the marketing carried out by or on behalf of the gas marketing agent; and

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

13. Records must be kept

A record or other information that a gas marketing agent is required 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 gas marketing agent.

Part 3 — Repeal

14. *Gas Marketing Code of Conduct 2017* repealed

The *Gas Marketing Code of Conduct 2017* is repealed.

Consultation Draft

Schedule 1 — Contents of basic plan information documents

[cl. 9B]

[Heading inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.]

1. Introductory statement

(1) The name of the generally available plan.

(2) The date of publication of the basic plan information document.

[Clause 1 inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.]

2. Eligibility criteria

(1) Whether the generally available plan is for —

(a) residential customers; or

(b) small use customers other than residential customers.

(2) The name of the distributor for the distribution system through which a small use customer must receive gas under the generally available plan.

(3) Any requirement about metering for a small use customer to be eligible for the generally available plan, including, for example, if a small use customer is required to have a particular meter.

(4) Any requirement that a small use customer is required to purchase additional products or services to be eligible for the generally available plan, including, for example, a combined gas and telecommunication plan.

(5) Any requirement that, to be eligible for the generally available plan, a small use customer must hold or be eligible to hold —

(a) a Pensioner Concession Card or Commonwealth Seniors Health Card issued by Services Australia or the Commonwealth Department of Veterans' Affairs; or

(b) a Veteran Gold Card issued by the Commonwealth Department of Veterans' Affairs.

- (6) If the generally available plan is only available for the supply of both gas and electricity — that fact.

[Clause 2 inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.]

3. General plan information

- (1) The cooling off period for the generally available plan.

- (2) Either —

- (a) the period for which the contract for the generally available plan has effect; or
(b) if there is no period for which the contract for the plan has effect — that fact.

- (3) If the retailer will automatically place the small use customer onto a new generally available plan after the end of a benefit period or the term of the contract for the generally available plan — that fact.

- (4) If the retailer may change charges under the generally available plan —

- (a) that fact; and
(b) how and when the retailer will notify the small use customer of the change.

- (5) The nominal billing period for the generally available plan.

- (6) If an alternative billing period to the nominal billing period is available under the generally available plan — that fact.

- (7) Payment methods for the generally available plan.

- (8) How and where a small use customer can access the full terms and conditions of the generally available plan.

- (9) The retailer's telephone number and website address.

[Clause 3 inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.]

cl. 4

4. Charges

(1) In this clause —

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) section 195-1.

(2) The charge for gas supplied under the generally available plan, specified —

(a) in cents per unit for the usage component; and

(b) in cents per day for the fixed component; and

(c) including any levied GST.

[Clause 4 inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.]

5. Discounts and incentives

(1) In this clause —

conditional discount means a discount that requires a small use customer to take, show or meet particular actions, behaviours, criteria or conditions to receive the discount;

GST has the meaning given in clause 4(1);

guaranteed discount means a discount other than a conditional discount.

(2) If a discount applies under the generally available plan —

(a) the discount percentage; and

(b) the charges under the plan to which the discount applies; and

(c) whether the discount is applied before or after GST is levied; and

(d) whether the discount is a guaranteed discount or a conditional discount.

(3) If a conditional discount applies under the generally available plan, in addition to the information specified in subclause (2) —

(a) the actions, behaviours, criteria or conditions a small use customer must take, show or meet to receive the discount; and

(b) if the discount will be disappplied if a small use customer ceases to take, show or meet those actions, behaviours, criteria or conditions — that fact.

(4) If an incentive, other than a discount, is available for entering into a contract for the generally available plan, including, for example, a one-off benefit —

(a) that fact; and

(b) whether the incentive is applied before or after GST is levied; and

(c) the monetary value of any incentive, other than an incentive that relates to charges under the plan; and

(d) if a small use customer will be required to pay the retailer the monetary value of the incentive if the customer terminates the contract before it expires — that fact.

[Clause 5 inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.]

6. Fees not part of plan charges

(1) The fee, if any, for account establishment, specified in dollars.

(2) The fee, if any, for account keeping or servicing, specified in cents per day.

(3) For a small use customer other than a residential customer — the fee, if any, for account administration, specified in dollars per day per meter.

(4) The fee, if any, specified in dollars, for —

(a) non-payment of a bill; or

(b) dishonouring of a cheque; or

(c) the issue of a written notice for an overdue bill.

(5) The interest, if any, charged in relation to an overdue bill, specified as —

(a) a percentage of the amount overdue under the bill; or

(b) a percentage of the amount overdue under the bill and the Australian Stock Exchange Bank Bill Swap Rate (BBSW).

cl. 6

(6) The fee, if any, for paying a bill at a physical outlet, including, for example, Australia Post (as defined in the *Australian Postal Corporation Act 1989* (Commonwealth) section 3), specified in dollars per payment.

(7) The fee, if any, specified in dollars per copy for —

(a) a paper copy of a bill; or

(b) a subsequent paper copy of a bill.

(8) The fee, if any, for processing of a payment, specified as a percentage of the amount paid.

(9) The fee, if any, for a service by a distributor that is in addition to a fee charged by the distributor to the retailer.

[Clause 6 inserted: *Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.*]

Schedule 2 — Terms permitted and not permitted in basic plan information documents

[cl. 9D]

[Heading inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.]

Table

<u>Column 1</u> <u>Terms not permitted</u>	<u>Column 2</u> <u>Terms permitted</u>
<u>unconditional discount</u> <u>non-conditional discount</u> <u>base discount</u>	<u>guaranteed discount</u>
<u>termination fee</u> <u>early termination fee</u>	<u>exit fee</u>
<u>consumption charge</u>	<u>usage charge</u>
<u>standing charge</u> <u>fixed charge</u>	<u>supply charge</u>
<u>evergreen</u> <u>fixed benefit period</u>	<u>ongoing contract with limited benefit period</u> <u>ongoing contract with [insert number of months] benefit period</u>

[Schedule 2 inserted: Gas Marketing Code of Conduct Amendment Code 2024 cl. 9.]

Notes

This is a compilation of the *Gas Marketing Code of Conduct 2022*. For provisions that have come into operation see the compilation table.

Compilation table

Citation	Published	Commencement
<i>Gas Marketing Code of Conduct 2022</i>	SL 2022/109	Pt. 1: 28 Jun 2022 (see cl. 2(a)); Code other than Pt. 1: 1 Jul 2022 (see cl. 2(b))
<u><i>Gas Marketing Code of Conduct Amendment Code 2024</i></u>		