

Gas Customer Code

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Part 1 Preliminary

1.1 Title

The **Code** may be cited as the *Gas Customer Code*.

1.2 Authority

The **Code** is made by the **Authority** pursuant to section 11M and Schedule 1A of the **Act**.

1.3 Commencement

The **Code** comes into operation upon the day prescribed by the **Authority**.

1.4 Interpretation

- (1) Headings and notes are for convenience or information only and do not affect the interpretation of the **Code** or of 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 a **marketing representative** arranging a **contract** is to be read as a reference to **marketing representative** entering into the **contract** on the **marketer's** behalf, or arranging the **contract** on behalf of another person (whichever is relevant).
- (7) A reference to an act carried out on behalf of a **marketer** is a reference to that act being carried out by a **marketing representative** of the **marketer**.

1.5 Definitions

In the **Code**, unless the contrary intention appears –

“**Act**” means the *Energy Coordination Act 1994*.

“**alternative tariff**” means a tariff other than the tariff under which the **customer** is currently supplied gas.

“**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 –

- (a) rent or mortgage;
- (b) other utilities (e.g. electricity, phone and water);
- (c) food and groceries;
- (d) transport (including petrol and car expenses);
- (e) childcare and school fees;
- (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**.

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

“**business day**” means any day except a Saturday, Sunday or public holiday in Western Australia.

“**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 this Gas Customer Code as amended by the **Authority**.

“**complaint**” means an expression of dissatisfaction made to an organisation, related to its products or services, or the complaints-handling process itself where a response or resolution is explicitly or implicitly expected.

“**concession**” means a concession, rebate, subsidy or grant related to the supply of gas.

“**contact**” means contact that is face to face, by telephone or by post, facsimile or electronic communication.

“**cooling-off period**” in relation to a door to door contract or **non-standard contract** means the period of 10 days commencing on and including the day on which the contract is made.

“**customer**” means a customer who consumes less than 1 terajoule per annum.

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

“**Customer Service Charter**” means the charter prepared by a **retailer** or **distributor** under Part 11.

“**date of receipt**”, in relation to a notice (including a **disconnection warning**), means –

- (a) in the case of –
 - (i) verbal communication, at the time of that communication;

- (ii) hand delivery, on the date of delivery;
 - (iii) facsimile or e-mail, on the date on which the sender's facsimile or email facilities recorded that the facsimile or email was successfully transmitted; and
 - (iv) the case of post, on the second **business day** after posting; and
- (b) if received after 5:00pm or on a day other than a **business day**, on the next **business day**.

“disconnection warning” means a notice in writing issued in accordance with clause 7.1(1)(c) or clause 7.4(1).

“distributor” means a person who holds a distribution licence under Part 2A of the **Act**.

“door to door marketing” means the **marketing** practice under which —

- (a) a **marketing representative** —
 - (i) goes from place to place;
 - (ii) makes telephone calls; or
 - (iii) uses electronic means,
 seeking out persons who may be prepared to enter, as **customers**, into **contracts**; and
- (b) the **marketing representative** or some other **marketing representative** then or subsequently enters into negotiations with those prospective **customers** with a view to arranging **contracts**.

“dual fuel contract” means a **contract** for the sale of electricity and for the sale of gas by a **retailer** to a **customer**.

“Electronic Funds Transfer Code of Conduct” means the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission.

“emergency” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

“energy efficiency audit” means an audit for the purpose of identifying energy usage and opportunities for energy conservation within a **premises**.

“financial hardship” means a state of more than immediate financial disadvantage which results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** without affecting the ability to meet the **basic living needs** of the **residential customer** or a dependant of the **residential customer**.

“gas customer safety awareness programme” means a programme to communicate information to **customers** regarding safety in the use of gas and must address, at a minimum, provision of the following information to **customers**:

- (a) information on the properties of gas relevant to its use by **customers**;

- (b) a notice of the requirement for proper installation and use of approved appliances and equipment;
- (c) a notice of the requirement to use only qualified trade persons for gas connection and appliance and equipment installation;
- (d) the proper procedure for the reporting of gas leaks or appliance or equipment defects; and
- (e) safety procedures to be followed and the appropriate telephone number to call in case of emergency.

“gas marketing agent” means –

- (a) a person who acts on behalf of the holder of a trading licence —
 - (i) for the purpose of obtaining new **customers** for the licensee; or
 - (ii) in dealings with existing **customers** in relation to **contracts** for the supply of gas by the licensee;
- (b) a person who acts —
 - (i) on behalf of one or more **customers**; or
 - (ii) as an intermediary between one or more **customers** and a licensee,
 in respect of the supply of gas to the **customer** or **customers**; and
- (c) a representative, agent or employee of a person referred to in paragraph (a) or (b).

“gas ombudsman” means the ombudsman appointed under the scheme approved by the **Authority** pursuant to section 11ZPZ of the **Act**.

[Note: The energy ombudsman Western Australia is the gas ombudsman appointed under the scheme approved by the Authority pursuant to section 11ZPZ of the Act.]

“historical debt” means an amount outstanding for the supply of gas by a **retailer** to a **customer’s** previous **supply address**.

“interruption” means the temporary unavailability of supply from the distribution system to a **customer**, but does not include disconnection under Part 7.

“local newspaper” for any place, means a newspaper circulating throughout Western Australia or in a part of Western Australia that includes that place.

“marketer” means –

- (a) a **retailer** who engages in **marketing**; or
- (b) a **gas marketing agent**, other than a **marketing representative**.

“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 gas to a **customer**; or
- (b) advertising, promotion, market research or public relations in relation to the supply of gas to **customers**.

“**marketing identification number**” means an unique number assigned by a **marketer** to each **marketing representative** acting on its behalf.

“**marketing representative**” means –

- (a) a person who is referred to in paragraph (a) of the definition of **gas marketing agent** and who is an employee of a **retailer**, or
- (b) a representative, agent or employee of a person in paragraph (a).

“**meter**” means an instrument that measures the quantity of gas passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of gas.

“**metering agent**” means a person responsible for reading the **meter** on behalf of the **distributor**.

“**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**.

“**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**.

“**permitted call times**” are –

- (a) for the purposes of telephone and personal contact other than at customers premises between –
 - (i) 9.00 a.m. and 8.00 p.m. Mondays to Fridays (other than public holidays); and
 - (ii) 9.00 a.m. and 5.00 p.m. Saturdays;
- (b) for the purposes of contact at customers premises between –
 - (i) 9.00 a.m. and 7.00 p.m. Mondays to Fridays (other than public holidays); and
 - (ii) 9.00 a.m. and 5.00 p.m. Saturdays.

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

“**relevant consumer representative organisation**” means an organisation that may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**.

“**reminder notice**” means a notice in writing issued in accordance with clause 7.1(1)(a).

“**residential customer**” means a **customer** who consumes gas solely for domestic use.

“**retail market rules**” means the *Retail Market Rules* published by the Retail Market Energy Company Limited as amended from time to time.

“**retailer**” means a person who holds a trading licence under Part 2A of the **Act**.

“**small retailer**” means a **retailer** with less than **[insert number of connections]**.

“**standard form contract**” means a contract that is approved by the **Authority** under section 11WF of the **Act**.

“**supply address**” means the address to which gas was, is or may be supplied under a **contract**.

“**TTY**” means telephone typewriter.

“**verifiable consent**” means consent that is given –

- (a) expressly;
- (b) in writing or orally;
- (c) after the **marketer** or **retailer** (as appropriate) 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) by the **customer** or a nominated person competent to give consent on the **customer’s** behalf.

1.6 Application

Subject to clauses 1.10 and 1.11, the **Code** applies to –

- (a) **customers**;
- (b) **retailers**;
- (c) **distributors**; and
- (d) **gas marketing agents**.

1.7 Purpose

The **Code** regulates and controls the conduct of **gas 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 gas to **customers**; and
- (b) protect **customers** from undesirable **marketing** conduct.

1.9 Amendment & Review

- (1) The **Authority** will, as far as practicable, and subject to subsection (2), amend the **Code** consistent with the *Code of Conduct for the Supply of Electricity to Small Use Customers*.
- (2) In amending the Code, the **Authority** will follow the process in sections 11ZPU and 11ZPW of the **Act**.

1.10 Variation from the Code

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

- (a) 4.1;
- (b) 4.2;
- (c) 5.1(1);
- (d) 5.2;
- (e) 5.4;
- (f) 5.7; and
- (g) 8.1.

1.11 Exemption from the Code

A **small retailer** is exempt from the following clauses (marked with a plus sign and an annotation throughout) –

[to be considered]

Part 2 Marketing

Division 1 – Obligations particular to marketers

2.1 Marketers to ensure representatives comply with this Part

A **marketer** must ensure that its **marketing representatives** comply with this Part.

Division 2 – Contracts

2.2 Entering into contracts

- (1) A **marketer** must, in the course of arranging a **standard form contract** that is entered into as a result of **door to door marketing** or a **non-standard contract** other than in accordance with subclause (2), ensure that the **contract** is signed by the **customer**.

[Note: Under the *Electronic Transactions Act 2003*, any documents or signatures that must be provided under the Code may also be provided electronically (subject to the terms and conditions set out in the *Electronic Transactions Act 2003*).]

- (2) If a **customer** initiates a request to a **marketer** or **retailer** by telephone or the internet for a **non-standard contract** the contract need not be signed but the **marketer** or **retailer** must obtain and make a record of the **customer's verifiable consent** that the contract has been entered into.
- (3) A **standard form contract** that is not entered into as a result of **door to door marketing** need not be signed by the **customer** but the date of the **customer** entering into the **standard form contract** must be recorded by the **marketing representative**.
- (4) The terms and conditions of a **standard form contract** that is not entered into as a result of **door to door marketing** must be made available to the **customer** on request at no charge.
- (5) A **contract** is entered into as a result of **door to door marketing** if the following conditions are satisfied –
 - (a) negotiations leading to the formation of the **contract** (whether or not they are the only negotiations that precede the formation of the **contract**) take place between the **marketing representative** and the **customer** in each other's presence in Western Australia at a place other than trade premises of the **marketer**, and
 - (b) the **marketing representative** attends at that place –
 - (i) in the course of **door to door marketing**; and
 - (ii) otherwise than at the unsolicited invitation of the **customer**.

- (6) For the purposes of subclause (5)(b), in determining whether an invitation is solicited or unsolicited –
 - (a) any solicitation by way of advertisement addressed to the public or a substantial section of the public is to be disregarded; but
 - (b) if an invitation arises from a communication initiated by the **marketing representative** (other than as described in paragraph (a)) the invitation is not to be regarded as unsolicited.

Division 3 - Information to be provided to customers

2.3 Information to be given before entering into a contract

- (1) Before arranging a **contract**, a **marketing representative** must give a **customer** the following information –
 - (a) that the **customer** is free to choose the **standard form contract** offered by the **retailer**;
 - (b) the difference between a **standard form contract** and a **non-standard contract**;
 - (c) how and when the terms of the **contract** will be given or made available to the **customer**; and
 - (d) that the **customer** is entitled to a written copy of the **contract** when requested.
- (2) For a **standard form contract** that is not entered into as a result of **door to door marketing** or a **non-standard contract** in accordance with clause 2.2(2) above, the **marketing representative** must obtain and make a record of the **customer's verifiable consent** that the information in subclause (1) has been given.
- (3) For a **standard form contract** that is entered into as a result of **door to door marketing** or a **non-standard contract** other than in accordance with clause 2.2(2) above, the **marketing representative** must obtain the **customer's** written acknowledgement that the information in subclause (1) has been given.

2.4 Information to be given at time of or after entering into a contract

- (1) When a **customer** enters into a new **contract** with a **retailer**, a **retailer** or **marketer** must, at the time the **contract** is entered into, offer to give or make available to the **customer** a copy of the **contract**. If the **customer** accepts the offer, the **retailer** or **marketer** must, at the time the **contract** is entered into, or as soon as possible thereafter, give or make available to the **customer** a copy of the **contract**.
- (2) A **retailer** or **marketing representative** must give the following information to a **customer** –
 - (a) how the **customer** may obtain –
 - (i) a copy of the **retailer's Customer Service Charter**;
 - (ii) a copy of the **Code**; and

- (iii) details on all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the **customer**;
 - (b) the scope of the **Code**;
 - (c) that a **retailer, distributor, marketer** and **marketing representative** must comply with the **Code**;
 - (d) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (e) the **concessions** that may apply to the **customer**;
 - (f) the **distributor's** 24 hour telephone number for faults and emergencies;
 - (g) how the **customer** may access the **retailer's**:
 - (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
 - (ii) **TTY** services;
 - (h) how to make an enquiry of, or **complaint** to, the **retailer**;
 - (i) general information on the **retailer's gas customer safety awareness programme**; and
 - (j) the details of any right the **customer** may have to rescind the **contract** during a **cooling-off period** and the charges that may apply if the **customer** rescinds the **contract**.
- (3) For a **standard form contract** that is not entered into as a result of **door to door marketing**, the information in subclause (1) must be given no later than with or on the **customer's** first bill.
- (4) For a **standard form contract** that is entered into as a result of **door to door marketing** or a **non-standard contract** –
- (a) the information in subclause (1) and a copy of the contract must be given before the **customer** has entered into the **contract**;
 - (b) the **marketing representative** must obtain the **customer's** written acknowledgement that the information in subclause (1) has been given.

Division 4 – Marketing Conduct

2.5 Standards of Conduct

- (1) A **marketing representative** must not, when **marketing**, engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable.
- (2) A **marketing representative** must not exert undue pressure on a **customer**, nor harass or coerce a **customer**.
- (3) A **marketing representative** must ensure that the inclusion of concessions is made clear to **customers** and any prices that exclude concessions are disclosed.
- (4) A **marketing representative** must ensure that all **standard form contracts** that are entered into as a result of **door to door marketing** and all **non-standard contracts** are in writing.

- (5) A **marketer** must ensure that a **customer** is able to contact the **marketer** on the **marketer's** telephone number during the normal business hours of the **marketer** for the purposes of enquiries, verifications and **complaints**.

2.6 Contact for the purposes of marketing

- (1) A **marketing representative** who makes **contact** with a **customer** for the purposes of **marketing** (other than meeting with a **customer** face to face) must, as soon as practicable, tell the **customer** -
- (a) his or her first name;
 - (b) the name of the **marketer**, and if different, of the **retailer** on whose behalf the **contact** is being made; and
 - (c) the purpose of the **contact**;
- and, after having identified the purpose of the **contact**, if the contact is not by **electronic means**, ask if the **customer** wishes to proceed further.
- (2) A **marketing representative** who makes **contact** with a **customer** for the purposes of **marketing** must, on request by the **customer** -
- (a) provide the **customer** with the complaints telephone number of the **marketer** and, if different, of the **retailer** on whose behalf the **contact** is being made; and
 - (b) provide the **customer** with the **marketer's marketing identification number**.
- (3) A **marketing representative** who meets with a **customer face to face** for the purposes of **marketing** must:
- (a) as soon as practicable, tell the **customer** the purpose of the **contact**;
 - (b) wear a clearly visible and legible identity card that shows –
 - (i) his or her first name;
 - (ii) his or her photograph;
 - (iii) his or her **marketing identification number**; and
 - (iv) the name of the **marketer** and, if different, of the **retailer** on whose behalf the **contact** is being made; and
 - (c) as soon as practicable, provide the **customer**, in writing:
 - (i) his or her first name;
 - (ii) his or her **marketing identification number**;
 - (iii) the name of the **marketer** and, if different, of the **retailer** on whose behalf the **contact** is being made;
 - (iv) the complaints telephone number of the **marketer** and, if different, of the **retailer** on whose behalf the **contact** is being made; and
 - (v) the **marketer's** business address and Australian Business or Company Number.
- (4) If, when a **marketing representative** makes **contact** with a **customer** for the purposes of **marketing**, the **customer** indicates that he or she wishes the **contact** to end, the **marketing representative** must -

- (a) end the **contact** as soon as practicable; and
 - (b) not attempt to **contact** the **customer** for the purposes of **marketing** for the next 30 days unless the **customer** agrees otherwise.
- (5) Unless requested by the **customer**, a **marketing representative** must not make **contact** with a **customer** for the purposes of **marketing** outside the **permitted call times**, unless the contact is by **electronic means** or the **contact** arises outside the **customer's premises** in circumstances where the **customer** initiates contact with the **marketing representative**.
- (6) A **marketing representative** must ensure that **contact** for the purposes of **marketing** does not continue for more than 15 minutes past the end of the **permitted call times** without the **customer's verifiable consent** unless the **contact** is by **electronic means**.
- (7) A **marketer** must keep the following records each time it initiates **contact** with a **customer** for the purposes of **marketing**-
- (a) the name of the **customer** and -
 - (i) if the **contact** was made by telephone, the telephone number;
 - (ii) if the **contact** was made at the **customer's premises**, the address of the **premises**;
 - (iii) if the **contact** was made at a place other than the **customer's** premises, the details and address of the location; and
 - (iv) if the **contact** was made by electronic means, the email address or facsimile number of the customer;
 - (b) the name of the **marketing representative** who made the contact; and
 - (c) the date and time of the **contact**.
- (8) Clause 2.6(7) does not apply where a **marketer** contacts a **customer** in response to a **customer** request or query.
- (9) In this clause -
- "electronic means"** means the internet, email, facsimile or other similar means but does not include telephone.

2.7 Conduct when a customer does not wish to be contacted

- (1) If a **customer** who has been **contacted** by a **marketing representative** for the purposes of **marketing** requests not to be **contacted** again on behalf of the **marketer**, the **marketer** must ensure that the **customer** is not **contacted** on behalf of the **marketer** in relation to the supply of gas by the **retailer** for whom the **marketing** was carried out for the next 2 years unless:
- (a) the **customer** requests contact; or
 - (b) the **customer** has moved **premises**; or
 - (c) a **marketer** has a legal obligation to contact the **customer**.
- (2) A **marketer** must keep a record of each **customer** who has requested not to be **contacted** (as described in subclause (1)) that includes the name, address and telephone number of the **customer** at the time the **customer** made that request.

- (3) A **marketer** must give a copy of the record to the **gas ombudsman** or the **Authority** on request.
- (4) A **marketer** must provide the **customer** on request with written confirmation that the **customer** will not be **contacted** by or on behalf of the **marketer** in relation to the supply of gas by the **retailer** for whom the **marketing** was carried out for the next 2 years.
- (5) When engaging in **door to door marketing**, a **marketing representative** must, to the extent practicable, comply with a notice on or near a **premises** indicating that the **customer** does not wish to receive unsolicited mail or other **marketing** information.

Division 5 – Miscellaneous

2.8 Collection and use of personal information

A **retailer** must comply with the National Privacy Principles as set out in the *Privacy Act 1998* in relation to information collected under this Part.

2.9 NOT USED

2.10 Presumption of authority

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**,

is to be taken, unless the contrary is proved, to have been employed or authorised by the **retailer** or **gas marketing agent** to carry out that activity.

Part 3 Connection

3.1 Obligation to forward connection application

- (1) If a **retailer** agrees to sell gas 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 on a **business day**; or
 - (b) the next **business day**, if the request is received after 3pm or on a Saturday, Sunday or public holiday in Western Australia.
- (3) In this clause –

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

<p style="text-align: center;">Part 4 Billing</p>
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Division 1 – Billing cycles

4.1 Billing cycle*

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; or
 - (ii) given the **customer** –
 - A. a **reminder notice** in respect of three consecutive bills; and
 - B. notice as contemplated under clause 4.2; and
- (b) no less than once every three months and 10 **business days**, unless the **retailer** has obtained a **customer's verifiable consent** to issue bills less frequently.

4.2 Shortened billing cycle*

- (1) For the purposes of clause 4.1(a)(ii)(B), 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 three 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 by the **retailer** under clause 6.1 indicates to the **retailer** that the **customer** is experiencing **payment difficulties** or **financial hardship**.
- (3) If, after giving notice as required under clause 4.1(a)(ii)(B), 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.
- (4) A shortened **billing cycle** must be at least 10 **business days**.
- (5) A **retailer** must return a **customer**, who is subject to a shortened **billing cycle** and has paid three consecutive bills by the due date, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.
- (6) A **retailer** must inform a **customer**, who is subject to a shortened **billing cycle**, at least once every three months that, if the **customer** pays three 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.

4.3 Bill smoothing

- (1) Despite clause 4.1, in respect of any 12 month period, on receipt of a request by a **customer**, a **retailer** may provide a **customer** with estimated bills under a bill smoothing arrangement.
- (2) If a **retailer** provides a **customer** with estimated bills under a bill smoothing arrangement pursuant to subclause (1) the **retailer** must ensure:
 - (a) the amount payable under each bill is initially the same and is set out on the basis of the **retailer's** initial estimate of the amount of gas the **customer** will consume over the 12 month period;
 - (b) that initial estimate is based on the **customer's** historical billing data or, where the **retailer** does not have that data, average consumption at the relevant tariff calculated over the 12 month period;
 - (c) in the sixth month:
 - (i) the **retailer** re-estimates the amount of gas the **customer** will consume over the 12 month period, taking into account any meter readings and relevant seasonal factors; and
 - (ii) 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 re-set to reflect that difference; and
 - (d) at the end of the 12 month period, the **meter** is read and any undercharging or overcharging is adjusted for under clause 4.18 or 4.19; and
 - (e) the **retailer** has obtained the **customer's verifiable consent** to the **retailer** billing on that basis.

4.4 How bills are issued

A **retailer** must issue a bill to a **customer** at the **customer's supply address**, unless the **customer** has nominated another address or an electronic address.

Division 2 - Contents of a Bill

4.5 Particulars on each bill

- (1) Unless the **customer** agrees otherwise, a **retailer** must include at least the following information on a **customer's** bill –
 - (a) the date of the current **meter** reading or estimate;
 - (b) the current **meter** reading or estimate;
 - (c) total consumption, or estimated consumption;
 - (d) the number of days covered by the bill;
 - (e) the dates on which the account period begins and ends;
 - (f) the relevant tariffs;
 - (g) the amount of any other fees or charges and details of the service provided;
 - (h) a reference to any **concessions** that the **customer** may be eligible to receive;
 - (i) the amount of any **concessions** provided to the **customer**;
 - (j) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a **customer**;
 - (k) average daily cost of gas consumption;
 - (l) average daily consumption;
 - (m) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
 - (n) the amount due;
 - (o) the due date;
 - (p) a summary of the payment methods;
 - (q) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
 - (r) a telephone number for billing and payment enquiries;
 - (s) a telephone number for **complaints**;
 - (t) contact details for the **gas ombudsman**;
 - (u) the **distributor's** 24 hour telephone number for faults and emergencies;
 - (v) the **supply address** and any relevant mailing address;
 - (w) the **customer's** name and account number;
 - (x) the amount of arrears or credit;

- (y) 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;
 - (z) advice about the availability of multi-lingual services (in languages the **retailer** considers appropriate);
 - (aa) the **retailer's** telephone number for **TTY** services;
 - (bb) 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; and
 - (cc) the Meter Installation Registration Number for the property.(+)
- (2) Notwithstanding subclause (1)(bb), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is not –
- (a) indicative of the **customer's** actual consumption; or
 - (b) based upon a **meter** reading.
- (3) If a **retailer** identifies a **historical debt** and wishes to bill the **customer** for that **historical debt**, the **retailer** must advise the **customer** of –
- (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

4.6 Basis of bill

- (1) Subject to clause 4.8, 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**; or
 - (b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the **retailer** requested and the **customer** agreed that the **customer** will read the **meter** for the purpose of determining the amount due.
- (2) Prior to a **customer** reading a **meter** under subclause (1)(b), the **retailer** must give the **customer** information that explains in clear, simple and concise language how to read a **meter** correctly.

4.7 Frequency of meter readings

A **retailer** must use its best endeavours to ensure that metering data is obtained, as frequently as required to prepare its bills, and in any event at least once every twelve months in accordance with clause 4.6(1)(a).

4.8 Estimations

- (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) If a **retailer** bases a bill upon an estimation, the **retailer** must –
 - (a) specify in a visible and legible manner on the **customer's** bill that it has done so;
 - (b) advise the **customer** that the –
 - (i) **retailer** will tell the **customer** on request –
 - A. the basis of the estimation; and
 - B. the reason for the estimation; and
 - (ii) **customer** may request a **meter** reading.
- (3) A **retailer** must tell a **customer** on request the –
 - (a) basis for the estimation; and
 - (b) reason for the estimation.

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.

4.10 Customer may request meter reading

If a **retailer** has based a bill upon an estimation because the **customer** failed to provide access to the **meter** and the **customer** –

- (a) subsequently requests the **retailer** to replace the estimated bill with a bill based on an actual reading of the **customer's meter**;
- (b) pays the **retailer's** reasonable charge for reading the **meter** (if any); and
- (c) provides due access to the **meter**,

the **retailer** must use its best endeavours to do so.

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

4.12 Customer applications

- (1) If a **retailer** offers alternative tariffs and a **customer** –
 - (a) applies to receive an alternative tariff; and
 - (b) demonstrates to the **retailer** that the **customer** satisfies all of the conditions relating to eligibility for the alternative tariff,the **retailer** must change the **customer** to the alternative tariff within 10 **business days** of the **customer** satisfying those conditions.
- (2) For the purposes of subclause (1), the effective date of change will be –
 - (a) the date on which the last **meter** reading at the previous tariff is obtained; or
 - (b) the date the **meter** adjustment is completed, if the change requires an adjustment to the **meter** at the **customer's supply address**.

4.13 Written notification of a change to an alternative tariff

If –

- (a) a **customer's** gas 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,

the **retailer** must, prior to changing the **customer** to the tariff applicable to the **customer's** use of gas at that **supply address**, give the **customer** written notice of the proposed change.

4.14 Overcharging or undercharging as result of change in gas use

- (1) If a **retailer** has undercharged a **customer** as a result of a change in the **customer's** gas use at the **customer's supply address**, the period for which the **retailer** may recover any amounts undercharged is limited to 12 months prior to the date on which the **retailer** notified the **customer** under clause 4.13.
- (2) If a **retailer** has overcharged a **customer** as a result of a change in the **customer's** gas use at the **customer's supply address**, the **retailer** must repay the **customer** the amount overcharged.

Division 6 – Final bill

4.15 Request for final bill

- (1) If a **customer** requests the **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 the **customer's** account is in credit at the time of account closure, the **retailer** must repay the amount to the **customer**.

Division 7 – Review of bill

4.16 Review of bill

Subject to a **customer** –

(a) paying –

(i) that portion of the bill under review that the **customer** and a **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),

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**.

4.17 Procedures following a review of a bill

- (1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –

(a) correct, the **retailer** –

(i) may require a **customer** to pay the unpaid amount;

(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 complaints handling processes and details of any applicable external complaints handling processes,

or

(b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.18 and 4.19.

- (2) The **retailer** must inform a **customer** of the outcome of the review as soon as practicable, but, in any event, within 20 **business days** from the **date of receipt** of the request for review under clause 4.16.

4.18 Undercharging

- (1) This clause 4.18 applies whether the undercharging became apparent through a review under clause 4.16 or otherwise.

- (2) If a **retailer** proposes to recover an amount undercharged as a result of an act or omission by the **retailer** or **distributor** (including where a **meter** has been found to be defective), the **retailer** must –

(a) 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** that undercharging had occurred;

- (b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
 - (c) not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
 - (d) offer the **customer** time to pay that amount by means of an instalment payment plan in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable undercharging occurred.
- (3) In this clause –
- “undercharging” includes, without limitation, failure to issue a bill.

4.19 Overcharging

- (1) This clause 4.19 applies whether the overcharging became apparent through a review under clause 4.16 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been overcharged as a result of an act or omission of a **retailer** or **distributor** (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **customer** for instructions as to whether the amount should be –
 - (a) credited to the **customer's** account; or
 - (b) repaid to the **customer**.
- (3) If a **retailer** receives 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 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount overcharged to the **customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).

Part 5 Payment

5.1 Due dates for payment*

- (1) The due date on a bill must be at least 12 **business days** from the date of that bill.
- (2) Unless a **retailer** specifies a later date, the date of dispatch is the date of the bill.

5.2 Minimum payment methods*

- (1) A **retailer** must offer a **customer** at least the following payment methods –
 - (a) in person at one or more payment outlets located within the Local Government District of the **customer's supply address**;
 - (b) by mail; and
 - (c) either electronically or by telephone by means of:
 - (i) a debit facility; or
 - (ii) a credit card.
- (2) All electronic payment arrangements must comply with the **Electronic Funds Transfer Code of Conduct**.

5.3 Direct debit

If a **retailer** offers the option of payment by direct debit to a **customer**, the **retailer** must, prior to the direct debit commencing, obtain the **customer's verifiable consent**, and agree with the **customer** –

- (a) wherever possible, the amount to be debited; and
- (b) the date and frequency of the direct debit.

5.4 Payment in advance*

- (1) 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 **retailer** to credit any interest to the amounts paid in advance.
- (3) Subject to clause 6.9, for the purposes of subclause (1), \$20 is the minimum amount for which the **retailer** will accept advance payments.

5.5 Absence or illness

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.

5.6 Late payments

- (1) A **retailer** must not charge a **residential customer** a late payment fee if –
 - (a) the **residential customer** receives a **concession**, provided the **residential customer** did not receive two or more **reminder notices** within the previous twelve months; or
 - (b) the **residential customer** and the **retailer** have agreed to –
 - (i) a payment extension under Part 6, and the **residential customer** pays the bill by the agreed (new) due date; or
 - (ii) an instalment plan under Part 6, and the **residential customer** is making payments in accordance with the instalment plan, or
 - (c) the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **gas ombudsman** and the **complaint** remains unresolved or is upheld. If the **complaint** is resolved in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **gas ombudsman's** decision.
- (2) 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 the previous late payment fee notice.
- (3) A **retailer** must not charge a **residential customer** more than 3 late payment fees in relation to the same bill.

5.7 Vacating a supply address*

- (1) Subject to –
 - (a) subclauses (2) and (4);
 - (b) the **customer** giving the **retailer** notice; and
 - (c) the **customer** vacating the **supply address** at the time specified in the notice,

a **retailer** must not require a **customer** to pay for gas consumed at the **customer's supply address** from–

 - (a) the date the **customer** vacated the **supply address**, if the **customer** gave at least 3 **business days** notice; or
 - (b) five days after the **customer** gave notice, in any other case.
- (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 gas consumed at the **customer's supply address** from the date 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 to which a final bill may be sent.
- (4) Notwithstanding subclauses (1) and (2), if –

- (a) a **retailer** and a **customer** enter into a new **contract** for the **supply address**, a **retailer** must not require the previous **customer** to pay for gas consumed at the **customer's supply address** from the date that the new **contract** becomes effective;
 - (b) another **retailer** becomes responsible for the supply of gas to the **supply address**, the previous **retailer** must not require the **customer** to pay for gas consumed at the **customer's supply address** from the date that the other **retailer** becomes responsible; and
 - (c) the **supply address** is disconnected, the **retailer** must not require the **customer** to pay for gas consumed at the **customer's supply address** from the date that disconnection occurred.
- (5) Notwithstanding subclauses (1), (2) and (4), a **retailer's** right to payment does not terminate with regard to any amount that was due up until the termination of the **contract**.

5.8 Debt collection

- (1) A **retailer** must comply with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the *Trade Practices Act 1974* of the Commonwealth.
- (2) 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) that the **residential customer** is experiencing **payment difficulties** or **financial hardship**, unless and until the **retailer** has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and
 - (b) while a **residential customer** continues to make payments under an alternative payment arrangement under Part 6;
- (3) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than the **customer** with whom the **retailer** has or had entered into a contract for the supply of gas to that **customer's supply address**.

5.9 Simultaneous payments for gas and electricity

Where 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; or
 - (ii) separate, simultaneous bills for electricity and gas are, issued to the **residential customer** and the **residential customer** does not pay the entire amount owing under that bill or those bills, the **retailer** must:
- (c) apply a payment received from a **residential customer** for charges for the sale of electricity or the sale and supply of gas respectively as

agreed between the **retailer** and the **residential customer** in a written agreement; or

- (d) if no agreement is in place between the **retailer** and the **residential customer**, apply a payment received from the **residential customer** for charges for the sale of electricity or the sale and supply of gas respectively as directed by the **residential customer**; or
- (e) if clauses 5.9(c) and 5.9(d) do not apply, apply the payment in proportion to the relative value of each of the charges.

Part 6 Payment Difficulties & Financial Hardship

Division 1 – Assessment of financial situation

6.1 Assessment

- (1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) within 3 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**.
- (2) When undertaking the assessment required by subclause (1), a **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 an independent financial counsellor or **relevant consumer representative organisation**.
- (3) A **retailer** must advise a **residential customer** on request of the details of an assessment carried out under subclause (1).
- (4) In this clause –

“**payment problems**” includes, without limitation, payment problems relating to a **historical debt**.

6.2 Temporary suspension of actions

- (1) If, for the purposes of clause 6.1, a **residential customer** –
 - (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to a **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay,the **retailer** must not unreasonably deny the **residential customer's** request.
- (2) A **temporary suspension of actions** must be for at least 10 days.
- (3) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (2) and the **residential customer** requests additional time, a **retailer** must give reasonable consideration to the **residential customer's** request.
- (4) If a **residential customer** requests additional time in accordance with subclause (3) the **residential customer** must inform the **retailer** of:

- (a) the name of the **relevant consumer representative organisation** with whom they have an appointment;
 - (b) the date of the appointment; and
 - (c) the time of the appointment.
- (5) In this clause –
- “**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).

6.3 Assistance to be offered

- (1) If the assessment carried out under clause 6.1 indicates to the **retailer** that the **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

6.4 Alternative payment arrangements

- (1) A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –
- (a) additional time to pay a bill; and
 - (b) 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.
- (2) When offering an instalment plan under subclause (1)(b), a **retailer** must –

- (a) take into account information about the **residential customer's** usage needs and capacity to pay when determining the period of the plan and calculating the amount of the instalments;
 - (b) specify the period of the plan;
 - (c) specify the number of instalments;
 - (d) specify the amount of the instalments which will pay the **residential customer's** arrears (if any) and estimated consumption during the period of the plan;
 - (e) specify how the amount of the instalments is calculated;
 - (f) specify that due to seasonal fluctuations in the **residential customer's** usage, paying in instalments may result in the **residential customer** being in credit or debit during the period of the plan;
 - (g) have in place fair and reasonable procedures to address payment difficulties a **residential customer** may face while on the plan; and
 - (h) make provision for re-calculation of the amount of the instalments where the difference between the **residential customer's** estimated consumption and actual consumption may result in the **residential customer** being significantly in credit or debit at the end of the period of the plan.
- (3) If a **residential customer** has, in the previous twelve months, had two instalment plans cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another instalment plan under subclause (1)(b), unless the **retailer** is satisfied that the **residential customer** will comply with the instalment plan.
- (4) For the purposes of subclause (3), cancellation does not include the revision of an instalment plan under clause 6.7.

Division 3 – Assistance available to residential customers experiencing financial hardship

6.5 Definitions

In this division –

“**customer**” 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

6.6 Reduction of fees, charges and debt

- (1) A **retailer** must give reasonable consideration to a request by a **customer**, or a **relevant consumer representative organisation**, for a reduction of the **customer's** fees, charges or debt.
- (2) In giving reasonable consideration under clause 6.6(1), a **retailer** should refer to the guidelines in its hardship policy referred to in clause 6.10(2)(d).

6.7 Revision of alternative payment arrangements

If a **customer**, or a **relevant consumer representative organisation**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer's** obligations under a previously elected 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 under clause 6.4(1)(a); or
- (b) offering to revise the instalment plan, if the **customer** had previously elected an instalment plan under clause 6.4(1)(b).

6.8 Provision of information

A **retailer** must advise a **customer** of the –

- (a) **customer's** right to have the bill redirected at no charge to a third person;
- (b) payment methods available to the **customer**;
- (c) **concessions** available to the **customer**;
- (d) independent financial and other relevant counselling services available to the **customer**.

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 representative organisations**.
- (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

6.10 Obligation to develop hardship policy

- (1) A **retailer** must develop a hardship policy to assist **customers** in meeting their financial obligations and responsibilities to the **retailer**.
- (2) The hardship policy must –
 - (a) be developed in consultation with **relevant consumer representative organisations**;
 - (b) provide for the training of staff on a **retailer's** obligations to **customers**;
 - (c) ensure that **customers** are treated sensitively and respectfully; and
 - (d) include guidelines –
 - (i) that –

- A. ensure ongoing consultation with **relevant consumer representative organisations** (including the provision of a direct telephone number of the **retailer's** credit management staff, if applicable, to financial counsellors and **relevant consumer representative organisations**); and
 - B. provide for annual review of the hardship policy in consultation with **relevant consumer representative organisations**;
 - (ii) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;
 - (iii) for suspension of disconnection and debt recovery procedures;
 - (iv) on the reduction and/or waiver of fees, charges and debt; and
 - (v) on the recovery of debt.
- (3) A **retailer** must give a **customer**, financial counsellor or **relevant consumer representative organisation** on request details of the hardship policy at no charge.
- (4) A **retailer** must keep a record of –
- (a) the **relevant consumer representative organisations** consulted on the contents of the hardship policy;
 - (b) the date the hardship policy was established;
 - (c) the dates the hardship policy was reviewed; and
 - (d) the dates the hardship policy was amended.

Division 4 – Business customers experiencing payment difficulties

6.11 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**

7.1 General requirements

- (1) Prior to arranging for disconnection of the *customer's supply address* for failure to pay a bill, a *retailer* must –
 - (a) give the *customer* a *reminder notice*, not less than 13 *business days* from the date of dispatch of the bill, including –
 - (i) the *retailer's* telephone number for billing and payment enquiries; and
 - (ii) advice on how the *retailer* may assist in the event the *customer* is experiencing *payment difficulties* or *financial hardship*;
 - (b) use its best endeavours to *contact* the *customer*;
 - (c) give the *customer* a *disconnection warning*, not less than 18 *business days* from the date of dispatch of the bill, advising the *customer* –
 - (i) that the *retailer* may disconnect the *customer* on a day no sooner than 5 *business days* after the *date of receipt* of the *disconnection warning*; and
 - (ii) of the existence and operation of complaint handling processes including the existence and operation of the *gas ombudsman* and the Freecall telephone number of the *gas 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;
 - (b) agreed with the *retailer* to an offer of an instalment plan or other payment arrangement to pay the *retailer's* bill; or
 - (c) adhered to the *customer's* obligations to make payments in accordance with an agreed instalment plan or other payment arrangement relating to the payment of the *retailer's* bill.

7.2 Limitations on disconnection for failure to pay bill

- (1) Notwithstanding clause 7.1, 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**;
 - (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** has –
 - (i) 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**;
 - (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;
 - (d) if the **customer** has made an application for a **concession** and a decision on the application has not yet been made;
 - (e) if the **customer** has failed to pay an amount which does not relate to the supply of gas; or
 - (f) if the **supply address** does not relate to the bill (unless the **customer** has failed to make payments relating to an outstanding debt for 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**.

7.3 Dual fuel contracts

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; or
 - (ii) separate, simultaneous bills for electricity and gas are, issued to the **residential customer**,

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 arranging for disconnection of the **residential customer's** gas supply.

Subdivision 2 – Disconnection for denying access to meter

7.4 General requirements

- (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 12 consecutive months;
 - (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (e), at least once given the **customer** in writing 5 **business days** 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
 - (iii) advising the **customer** of the **retailer's** ability to arrange for disconnection if the **customer** fails to provide access to the **meter**;
 - (c) the **retailer** has given the **customer** an opportunity to provide reasonable alternative access arrangements;
 - (d) the **retailer** has used its best endeavours to **contact** the **customer** to advise of the proposed disconnection; and
 - (e) the **retailer** has given the **customer** a **disconnection warning** with at least 5 **business days'** notice of its intention to arrange for disconnection (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).
- (2) A **retailer** may arrange for the **distributor** to carry out one or more of the requirements referred in subclause (1) on behalf of the **retailer**.

Subdivision 3 – Disconnection for emergencies

7.5 General requirements

If a **distributor** disconnects 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, 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 on disconnection

7.6 General limitations on disconnection

Except if disconnection –

- (a) was requested by the **customer**; or
- (b) occurred for **emergency** reasons,

a **retailer** must not arrange for disconnection or disconnect a **customer's supply address** –

- (a) where the **customer** has made a **complaint**, directly related to the reason for the proposed disconnection, to the **retailer, distributor, gas ombudsman** or another external dispute resolution body and the **complaint** remains unresolved;
- (b) after 3.00 pm Monday to Thursday;
- (c) after 12.00 noon on a Friday; and
- (d) on a Saturday, Sunday, public holiday or on the **business day** before a public holiday, except in the case of a planned **interruption**.

Part 8 Reconnection

8.1 Reconnection by retailer*

- (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 gas, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the gas so obtained,the **retailer** must arrange for reconnection of the **customer's supply address**, subject to –
 - (a) the **customer** making a request for reconnection; and
 - (b) 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.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for reconnection to the relevant **distributor** –
 - (a) that same **business day**, if the request is received before 3pm on a **business day**; or
 - (b) no later than the next **business day**, if the request is received –
 - (i) after 3pm on a **business day**, or
 - (ii) on a Saturday, Sunday or public holiday in Western Australia.

8.2 Reconnection by distributor

- (1) If a **distributor** has disconnected a **customer's supply address** on request by the **customer's retailer**, and the **retailer** has subsequently requested the **distributor** to reconnect the **customer's supply address**, then, subject to the **retailer** complying with any **retail market rules** applicable to that **retailer**, the **distributor** must reconnect the **customer's supply address**.
- (2) For the purposes of subclause (1), a **distributor** must reconnect the **customer's supply address** within 2 **business days** of receipt of the request.
- (3) Subclause (2) does not apply in the event of an **emergency**.

**Part 9
NOT USED**

Part 10 Information & Communication
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Division 1 – Obligations particular to retailers

10.1 Tariff information

- (1) A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs as soon as practicable after the variation is published and, in any event, no later than the next bill in a **customer's billing cycle**.
- (2) A **retailer** must give a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, including any alternative tariffs that may be available to that **customer**.
- (3) A **retailer** must give a **customer** the information referred to under subclause (2) within 8 **business days** of the **date of receipt**. If requested by a **customer**, the **retailer** must give the information in writing.

10.2 Historical billing data

- (1) A **retailer** must give a **customer** on request the **customer's** billing data.
- (2) If a **customer** requests billing data under subclause (1) –
 - (a) for a period less than the previous two years and no more than once a year; or
 - (b) in relation to a dispute with the **retailer**,the **retailer** must give the billing data at no charge.
- (3) A **retailer** must give a **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 **customer's** billing data for 7 years.

10.3 Concessions

- A **retailer** must give a **customer** on request at no charge –
- (a) information on the types of **concessions** available to the **customer**, and
 - (b) the name and contact details of the organisation responsible for administering those **concessions** (if the **retailer** is not responsible).

10.4 Energy Efficiency Advice

A **retailer** must give a **customer** on request, at no charge, general information on –

- (a) cost effective and efficient ways to utilise gas (including referring a **customer** to a relevant information source);
- (b) how a **customer** may arrange for an **energy efficiency audit** at the **customer's supply address**; and
- (c) the typical running costs of major domestic appliances.

10.5 Distribution matters

If a **customer** asks a **retailer** for information relating to the distribution of gas, the **retailer** must –

- (a) give the information to the **customer**, or, if the retailer cannot practicably provide the information to the **customer**, and
- (b) refer the **customer** to the relevant **distributor** for a response.

10.5A Gas customer safety awareness programme

- (1) The **retailer** must, within 3 months of being subject to this **Code**, lodge with the **Authority**, a **gas customer safety awareness programme** in accordance with subclause (3).
- (2) The **retailer** must consult with the **Authority** when preparing the **gas customer safety awareness programme**.
- (3) The **gas customer safety awareness programme** is to communicate information to **customers** regarding safety in the use of gas and must address, at a minimum, provision of the following information to **customers**:
 - (a) information on the properties of gas relevant to its use by **customers**;
 - (b) a notice of the requirement for proper installation and use of approved appliances and equipment;
 - (c) a notice of the requirement to use only qualified trade persons for gas connection and appliance and equipment installation;
 - (d) the proper procedure for the reporting of gas leaks or appliance or equipment defects; and
 - (e) safety procedures to be followed and the appropriate telephone number to call in case of emergency.

Division 2 – Obligations particular to distributors

10.6 General information

A **distributor** must –

- (a) give a **customer** on request, at no charge; or
- (b) direct the **customer** to a person or class of persons who can provide, the following information –

- (i) information on the **distributor's** requirements in relation to the **customer's** proposed new gas installation, or changes to the **customer's** existing gas installation, including advice about supply extensions;
- (ii) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (iii) advice on facilities required to protect the **distributor's** equipment;
- (iv) advice on how to obtain information on protecting the **customer's** equipment;
- (v) advice on the **customer's** gas usage so that it does not interfere with the operation of a distribution system;
- (vi) general information on quality of supply; and
- (vii) general information on reliability of supply.

10.7 NOT USED

10.8 NOT USED

Division 3 – Obligations particular to retailers and distributors

10.9 Written information must be easy to understand

To the extent practicable, a **marketer, retailer** and **distributor** must ensure that any written information that must be given to a **customer** by the **marketer, retailer** or **distributor** under the **Code** is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

10.10 Gas Customer Code

- (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** web site.
- (3) A **retailer** and a **distributor** must make a copy of the **Code** available for inspection at the offices of the **retailer** and **distributor** at no charge.

10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **customer** on request, at no charge, services that assist the **customer** in interpreting information provided by the **retailer** or **distributor** to the **customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, where appropriate, a **distributor** must include:
 - (a) the telephone number for their **TTY** services; and

- (b) the telephone number for independent multi-lingual services,
on the –
- (a) bill and bill related information (including, for example, the notice referred to in clause 4.2(5) and statements relating to an instalment plan);
- (b) ***reminder notice***;
- (c) ***disconnection warning***; and
- (d) ***Customer Service Charter***.

10.12 NOT USED

Part 11 Customer Service Charter

11.1 Obligation to produce and publish a Customer Service Charter

- (1) A **retailer** and a **distributor** must produce and publish a **Customer Service Charter**.
- (2) A **Customer Service Charter** under subclause (1) must address at least the following matters –
 - (a) a summary of the **customer's** rights and obligations under the **Code** (including, information and assistance to be made available to a **customer** by a **retailer** or **distributor**);
 - (b) a summary of the **retailer's** or **distributor's** rights and obligations under the **Code** (including, billing, connection, disconnection and reconnection procedures);
 - (c) an explanation of the complaints handling process;
 - (d) an explanation of the difference between distribution and retail functions;
 - (e) reference to key documents in relation to the supply of gas to **customers**; and
 - (f) contact details of the **retailer** or **distributor**, the **Authority**, Energy Safety (Department of Consumer and Employment Protection) and the **gas ombudsman**.

11.2 Obligation to provide Customer Service Charter

- (1) A retailer and a distributor must give a customer on request, at no charge, a copy of the retailer's or distributor's Customer Service Charter.
- (2) For the purposes of subclause (1), a **retailer** or a **distributor** must dispatch a copy of the **Customer Service Charter** to a **customer** within 2 **business days** of the **customer's** request.

Part 12

Complaints & Dispute Resolution

12.1 Obligation to establish complaints handling process

- (1) A **retailer** and **distributor** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The complaints handling process under subclause (1) must –
 - (a) comply with AS ISO 10002 – 2006;
 - (b) address at least –
 - (i) how **complaints** must be lodged by **customers**;
 - (ii) how **complaints** will be handled by the **retailer** or **distributor** including –
 - A. a right of the **customer** to have its **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;
 - B. the information that will be provided to a **customer**;
 - (iii) response times for **complaints**;
 - (iv) method of response; and
 - (c) detail how the **retailer** will handle **complaints** about a **marketer** or **marketing**.
 - (d) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(ii)(B), a **retailer** or **distributor** must at least –
 - (a) when responding to a **customer 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 the **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 **gas ombudsman** or another relevant external dispute resolution body and provide the Freecall telephone number of the **gas ombudsman**.

12.2 Obligation to comply with a guideline that distinguishes customer queries from customer complaints

A *retailer* must comply with any guideline developed by the *Authority* relating to distinguishing *customer* queries from *customer complaints*.

12.3 Information provision

A *retailer*, *distributor* and *marketer* must give a *customer* on request, at no charge, information that will assist the *customer* in utilising the respective complaints handling processes.

12.4 Obligation to refer complaint

When a *retailer*, *distributor* or *marketer* receives a *complaint* that does not relate to its functions, it must refer the *complaint* to the appropriate entity and inform the *customer* of the referral.

<p style="text-align: center;">Part 13 Record keeping</p>

Division 1 – General

13.1 Records to be kept

Unless expressly provided otherwise, a **retailer**, **distributor** or **marketer** must keep a record or other information that a **retailer**, **distributor** or **marketer** is required to keep by the **Code** for at least 2 years from the last date on which the information was recorded.

Division 2 – Obligations particular to retailers

13.2 Affordability and access

(1) A **retailer** must keep a record of –

(a) the total number of, and percentage of, its **residential customers**:

- (i) who are subject to an **instalment plan**;
- (ii) who have been granted additional time to pay their bill under Part 6;
- (iii) who have been placed on a shortened **billing cycle**;
- (iv) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
- (v) have been disconnected who were previously the subject of an instalment plan;
- (vi) have been disconnected at the same **supply address** within the past 24 months;
- (vii) have been disconnected while receiving a **concession**;
- (viii) have been reconnected at the same **supply address** in the same name within 7 days of having been disconnected;
- (ix) have been reconnected in the same name who were previously the subject of an instalment plan;
- (x) have been reconnected in the same name and at the same **supply address** within the past 24 months;
- (xi) have been reconnected and who, immediately prior to disconnection, was receiving a **concession**;
- (xii) who have lodged security deposits; and
- (xiii) who have had direct debit plans terminated.

(b) the total number of, and percentage of, its **non-residential customers**:

- (i) who are subject to an **instalment plan**;
- (ii) who have been granted additional time to pay their bill under Part 6;
- (iii) who have been placed on a shortened **billing cycle**;
- (iv) who have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
- (v) have been reconnected at the same **supply address** in the same name within 7 days of having been disconnected;
- (vi) who have lodged security deposits; and
- (vii) who have had direct debit plans terminated.

(2) In this clause –

“**direct debit plans terminated**” means a direct debit plan terminated as a result of a default or non payment in two or more successive payment periods.

“**instalment plan**” means an arrangement between a retailer and a customer for the customer to pay arrears or in advance and continued usage on their account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account their capacity to pay. It does not include customers using a payment plan as a matter of convenience or for flexible budgeting purposes.”

13.3 Customer complaints

(1) A **retailer** must keep a record of –

- (a) the total number of **complaints** received by **residential customers** and **non-residential customers**; and
- (b) the percentage of total **complaints** by **residential customers** and **non-residential customers** that relate to –
 - (i) **billing/credit complaints**;
 - (ii) **transfer complaints**;
 - (iii) **marketing complaints** (including **complaints** made directly to a **marketer**); and
 - (iv) other **complaints**.
- (c) the action taken by a **retailer** to address a **complaint**; and
- (d) the time taken for the appropriate procedures for dealing with the **complaint** to be concluded.

(2) A **retailer** must keep a copy of each complaint referred to in subclause (1) (including complaints made directly to a **marketer**).

(3) In this clause –

“**billing/credit complaints**” includes billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, disconnection and reconnection, and restriction due to billing discrepancy.

“**marketing complaints**” includes advertising campaigns, contract terms, sales techniques and misleading conduct.

“**transfer complaints**” includes failure to transfer customer within a certain time period, disruption of supply due to transfer and billing problems directly associated with the transfer (e.g. delay in billing, double billing).

“**other complaints**” includes poor service, privacy consideration, failure to respond to complaints, and health and safety issues.

13.4 NOT USED

13.5 Call Centre Performance

A **retailer** must keep a record of:

- (a) the total number of telephone calls to an operator of the **retailer**;
- (b) the number of, and percentage of, telephone calls to an operator responded to within 30 seconds;
- (c) the average duration (in seconds) before a call is answered by an operator; and
- (d) the percentage of calls that are unanswered.

13.6 Supporting information

- (1) A **retailer** must keep a record of the total number of –
 - (a) residential accounts held by **customers**; and
 - (b) **business accounts** held by **customers**.

- (2) In this clause –

“**business account**” means an account for which a **customer** is eligible to receive a tariff other than a tariff for the supply of gas for residential purposes.

13.7 NOT USED

Division 3 – Obligations particular to distributors

13.8 Connections

- (1) A **distributor** must keep a record of –
 - (a) the total number of connections provided; and
 - (b) the total number of connections not provided on or before the agreed date.

- (2) In this clause –

“**not provided on or before the agreed date**” includes connections not provided within any regulated time limit and connections not provided by the date agreed with a **customer**.

13.9 NOT USED

13.10 Customer Complaints

- (1) A **distributor** must keep a record of –
 - (a) the total number of **complaints** received; and
 - (b) the total number –
 - (i) administrative process or customer service complaints; and
 - (ii) other complaints.
 - (c) the action taken by a **distributor** to address a **complaint**; and
 - (d) the time taken for the appropriate procedures for dealing with the **complaint** to be concluded.
- (2) A **distributor** must keep a copy of each complaint referred to in subclause (1).

13.11 NOT USED

13.12 Call Centre Performance

A **distributor** must keep a record of:

- (a) the total number of telephone calls to an operator of the **distributor**;
- (b) the number of, and percentage of, telephone calls to an operator responded to within 30 seconds;
- (c) the average duration (in seconds) before a call is answered by an operator; and
- (d) the percentage of calls that are unanswered.

13.13 NOT USED

13.14 Supporting information

A **distributor** must keep a record of the total number of delivery points on the **distributor's** distribution system.

Division 4 – Provision of records to Authority

13.15 Provision of records to Authority

- (1) A **retailer** and a **distributor** must –
 - (a) prepare a report setting out the information in the records required to be kept by Part 13, in respect of each year ending on 30 June; and
 - (b) publish that report not later than the following 1 October.

- (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**.
- (3) A copy of each report must be given to the Minister and the **Authority** not less than 7 days before it is published under subclause (1).

**Part 14
NOT USED**