



**Economic Regulation Authority**

 WESTERN AUSTRALIA

Promoting fair prices, quality services and choice

## A Guide to understanding the Code of Conduct for the Supply of Electricity to Small Use Customers

June 2008



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# Introduction

The Code of Conduct for the Supply of Electricity to Small Use Customers (the Code) was developed by Government to ensure that businesses (marketing agents, retailers and distributors) supplying and selling electricity to small use customers were properly regulated and controlled.

The Code's objectives are:

- to set standards of conduct in supplying and marketing electricity; and
- to protect customers from undesirable commercial and/or marketing practices.

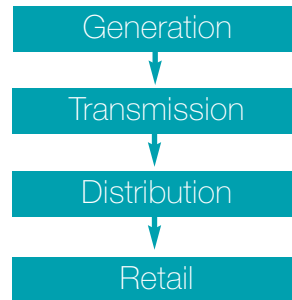
Because the Code is a legal document, it is drafted in a detailed manner. This guide was developed by the Economic Regulation Authority to explain the basics of the Code and help customers understand it.

## Background

### A. Understanding the electricity industry

Electricity is produced by generators who sell to retailers who in turn sell the electricity to the end users, or customers, such as households. To supply their customers retailers must use a distributor, the owner of the electricity network (i.e. the “poles and

wires” over which electricity is transported to homes and businesses). There is usually only one distributor in each area as it is generally not economically viable to have more. However, an area can have more than one retailer because several retailers may ask the distributor to transport electricity to their customers.



As different organisations provide different services in the electricity market, the Code distinguishes between marketers, retailers and distributors and places obligations on them as appropriate.

### B. Contractual arrangements

People wanting to buy electricity must enter into a contract with a retailer.

#### Choosing a retailer

Someone consuming more than 50 MWh of electricity per year may be able to choose a retailer. This means that they are a “contestable customer”.



If customer consumes  
>50MWh/year

Can choose  
any retail  
service  
provider

People who consume less than 50 MWh of electricity per year (non-contestable customers) will continue to be supplied by their current retailer. In most cases, this will be Synergy.



If customer consumes  
<50MWh/year

Must be  
supplied by  
either Synergy  
or Horizon  
Power (if in  
regional area)

## Contracts

Unlike in some other States where customers must have contracts with both the distributor and the retailer, WA customers only have to enter into a contract with their retailer, who will then contract with the distributor on their behalf to:

- (a) connect the customer's premises to the network; and
- (b) supply electricity.

## Choosing a contract

A customer (either contestable or non-contestable) may choose to:


- (a) negotiate the terms of their contract with their retailer (have a non-standard contract approved); or
- (b) be supplied under the retailer's standard contract as approved by Government or an independent regulator (standard-form contract).

Although non-standard contracts are not approved by Government or an independent regulator, their terms and conditions must still comply with this Code and the Electricity Industry (Customer Contract) Regulations 2005. However clause 1.10 allows a retailer and a customer to vary some specified provisions of the Code in a non-standard contract.

## C.Regulating the electricity industry

Given the importance of electricity in today's society, the Government has considered it essential to regulate the electricity industry through the *Electricity Industry Act 2004* (the Act) which details how electricity companies must deal with each other and their customers.

The Act provides specific protections for small use customers (customers which use no more than 160MWh of electricity per year). The Code is the most



significant (small use customer) protection mechanism provided under the Act.

## **D. Who is protected by this Code?**

The Code applies to all customers who use up to 160 MWh of electricity a year – equal to an annual bill of about \$30,520.

This means that the Code applies to both –

- **Metropolitan and regional customers:**

A metropolitan customer is a customer whose supply address is within the metropolitan region as defined by clause 1.5(1) of the Code.

Regional customers are customers who live in any other area of the State. Although the Code applies to both metropolitan and regional customers, the service standards that apply to each may differ. This recognises the difference in time for service delivery in relation to supplying electricity to regional and metropolitan areas. (For example, Part 8 says that a distributor must reconnect a metropolitan customer within one business day and a regional customer within five business days.)

- **Residential and business customers:**

Residential customers use electricity solely for domestic purposes in their home.

Business customers (defined as those who are not residential customers) use electricity for commercial purposes. To avoid doubt, customers who use part of their electricity for commercial purposes at home are considered business customers.

Not all parts of the Code apply to both residential and business customers. For example, Part 6 (which deals with customers experiencing payment difficulties or financial hardship) applies primarily to residential customers.

- **Contestable and non-contestable customers:**

A contestable customer is one who uses between 50 and 160 MWh of electricity a year (approximately \$8,720-30,520). These customers can buy their electricity from a retailer other than Synergy.

A non-contestable customer is one who uses less than 50MWh of electricity per year (i.e. less than about \$8,720).

A customer's contestability is determined by the amount they use at their supply address. Someone with three different supply addresses who uses 40 MWh of electricity a year at each one is not a contestable customer because the threshold is not reached at any address.

## Examples of consumption levels

	Metropolitan area	Regional area	Pilbara
<b>Average residential customer</b>	5.1 MWh/year	8.7 MWh/year	11.6 MWh/year
<b>± 50 MWh/year</b>	Auto repair shop Corner deli Hairdresser (larger shop)	Auto repair shop Corner deli Hairdresser (larger shop)	Sport/recreation club Chinese restaurant Yacht club Family centre
<b>± 100 MWh/year</b>	Restaurant (that uses electricity for cooking) Small bakery Small size office	Restaurant (that uses electricity for cooking) Small bakery Small size office	Cafe / pizza store Small fast food outlet Small office (taxi)
<b>± 150 MWh/year</b>	Small-Medium size office (using reverse cycle airconditioning) Small manufacturing (processing) plant Panel beater	Small-medium size office (using reverse cycle air-conditioning) Small manufacturing (processing) plant Winery	Police station Country club Video store Primary school

Note: The Regional area in this context does not include the Pilbara region.

## E. Who must comply with the Code?

All retailers, distributors and marketing agents must comply with this Code. (Retailers and distributors who are exempt from the requirement to hold a licence under section 7 of the Act may be exempt from complying with the Code.)

## F. What does the Code deal with?

It deals with the supply and marketing of electricity but does not address reliability and quality of supply. That means the

Code does not deal with such things as outages, voltage quality and supply frequency. As these matters affect all customers (not just small use customers), they have been excluded from the Code.

However, other Acts and Regulations deal with them. For example, the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 provides benchmark standards for electricity quality and reliability.

## Part 1 - Preliminary

Part 1 covers things such as the title of the Code, when it started, definitions, etc.

### Commencement

The most recently amended Code took effect on 26 February 2008.

### Contracting out of the Code

Clause 1.10 allows customers and retailers to specify in a non-standard contract that certain provisions of the Code do not apply, providing flexibility to negotiate the terms and conditions.

## Part 2 – Marketing

This Part specifies the minimum service standards marketers must adopt.

### Marketing representatives

Electricity is generally marketed by marketing representatives who may approach prospective customers in person, by telephone, fax or email. To ensure they deal fairly with customers, and provide them with enough information, divisions 1, 2, 3 and 4 of this Part require them to:

- follow some set procedures for both standard and non-standard contracts (clause 2.2);
- act in a fair and ethical way and refrain from certain practices (clause 2.5);
- identify themselves when approaching customers and explain who they are (clauses 2.6);

- provide a complaints telephone number to the customer; and
- refrain from contacting customers outside the permitted call times (clauses 2.6 to 2.7).

### Marketers

The Code obliges companies to take responsibility for marketing done on their behalf.

Clause 2.10 of the Code states that retailers or electricity marketing agents will be understood to have approved any marketing activity conducted on their behalf unless it is proven otherwise.

### Unconscionable conduct

A marketing representative is prohibited from engaging in unconscionable conduct under Clause 2.5(1) of the Code. This includes selling electricity to someone who is incapable of making informed decisions (for example, if they have trouble understanding English or have a mental disability). In such cases, the marketing representative should allow the person to seek independent advice.

### Provision of information

To ensure that customers know their rights and obligations, the Code requires marketers to provide customers with information before they enter into a contract (clause 2.3), and during and after they enter into the contract (clause 2.4).

The Code specifies that customers who enter into a non-standard contract must sign the contract in writing and be provided with a copy of the contract at the time they enter into the contract.

### **Part 3 - Connection**

Part 3 specifies the timeframes for a retailer to forward a customer's connection request to a distributor.

Once the connection request is received, the distributor must then connect the premises within the timeframes specified in the Electricity Industry (Obligation to Connect) Regulations 2005.


### **Offer to supply**

Under the Act, Synergy (or Horizon Power for regional customers) is required to offer to supply electricity to all persons who request it. However Synergy and Horizon Power are only obliged to offer to supply people under their respective standard form contracts.

### **Conditions for connection**

Although the retailer must offer to supply electricity to all persons who request supply, the retailer may require a person to do certain things before entering into a contract. For example, if the person has an outstanding debt with the retailer, the retailer may require the person to provide a security deposit before the retailer will commence supply.





## Part 4 – Billing

### Billing cycles (division 1)

Retailers must send customers a bill at least once every three months, but not more than once a month (clause 4.1).

However, customers may request that they receive bills more or less often. Also, if a customer has received a reminder notice for the last three bills, the retailer can send a bill more than once a month.

### Contents of a bill (division 2)

Retailers must include certain information on bills (clause 4.5).

If a retailer discovers that a customer has an outstanding debt from a previous supply address, they may ask the customer to pay the debt. However the retailer must firstly advise the customer of the amount of the outstanding debt and the basis for it (clause 4.5(3)).

### Basis of a bill (division 3)

Division 3 of the Code explains how a retailer must determine a customer's consumption. In general, this will be determined by the distributor reading the meter at the customer's supply address. However, a retailer may also ask a customer to read their meter. These matters are addressed in clause 4.6.

If a customer reads the meter, the bill will be based on their reading.

Under clause 4.8(1), if a retailer does not receive a meter reading from the distributor or customer, they can estimate the customer's consumption. If this occurs, the retailer must inform the customer that their bill is based on an estimate of their consumption and provide information on how and why the estimated figure was calculated.

### Review of a bill (division 7)

A customer can ask a retailer to review their bill at anytime. However, the retailer only has to review the bill if the customer pays the part that is not in dispute or an amount equal to the customer's average bill for the previous 12 months (whichever is less). A retailer must tell the customer the outcome of the review within 20 business days, or sooner if possible (clause 4.17 (2)).

Clauses 4.18 and 4.19 specify the responses in case of over or undercharging. If a customer has overpaid an account, a retailer must refund the money. If the customer has underpaid, the retailer may ask them to pay the amount which is owing. However, if the customer did not pay enough because of a mistake by the retailer or distributor, the retailer may only recover money for the last 12 months. The Code also requires a retailer to offer the customer sufficient time to pay.



## **Part 5 – Payment**

### **Time to pay a bill (clause 5.1)**

A retailer must give a customer at least 12 business days to pay a bill.

### **How a bill may be paid (clauses 5.2 - 5.5)**

A retailer must ensure that its customers have a minimum number of payment options. If a customer wants to make advance payments towards a future bill, they must be accepted. Retailers can decide only to accept advance payments over a certain amount.

### **Late payment fees (clause 5.6)**

Retailers may charge customers a late payment fee if they fail to pay before the due date. The Code, however, limits the conditions under which a fee may be charged. Residential customers who receive a concession will not be charged a late payment fee for the first two reminder notices they receive each year. Also, a customer cannot receive more than two late payment fees for the same bill.

### **Moving out of a supply address (clause 5.7)**

Customers must give retailers at least three business days notice when they intend to leave their supply address. If they do, they will not have to pay for any electricity costs incurred after leaving. If a customer tells a retailer less than three business days before intending to leave or after leaving the retailer may require the customer to pay any costs incurred at the old supply address up until three business days after the customer told the retailer.

### **Collecting a debt (clause 5.8)**

Under the Code, retailers can only collect a debt from the person who holds the account. This means that if an account holder leaves the supply address without paying any outstanding debts, other people living at the supply address at the time would not be liable for it. However, if these people continue to use electricity and fail to tell the retailer that the account holder has left, they will be deemed to have entered into a contract with the retailer. This means that they will have to pay for any electricity used after the account holder vacated the property.



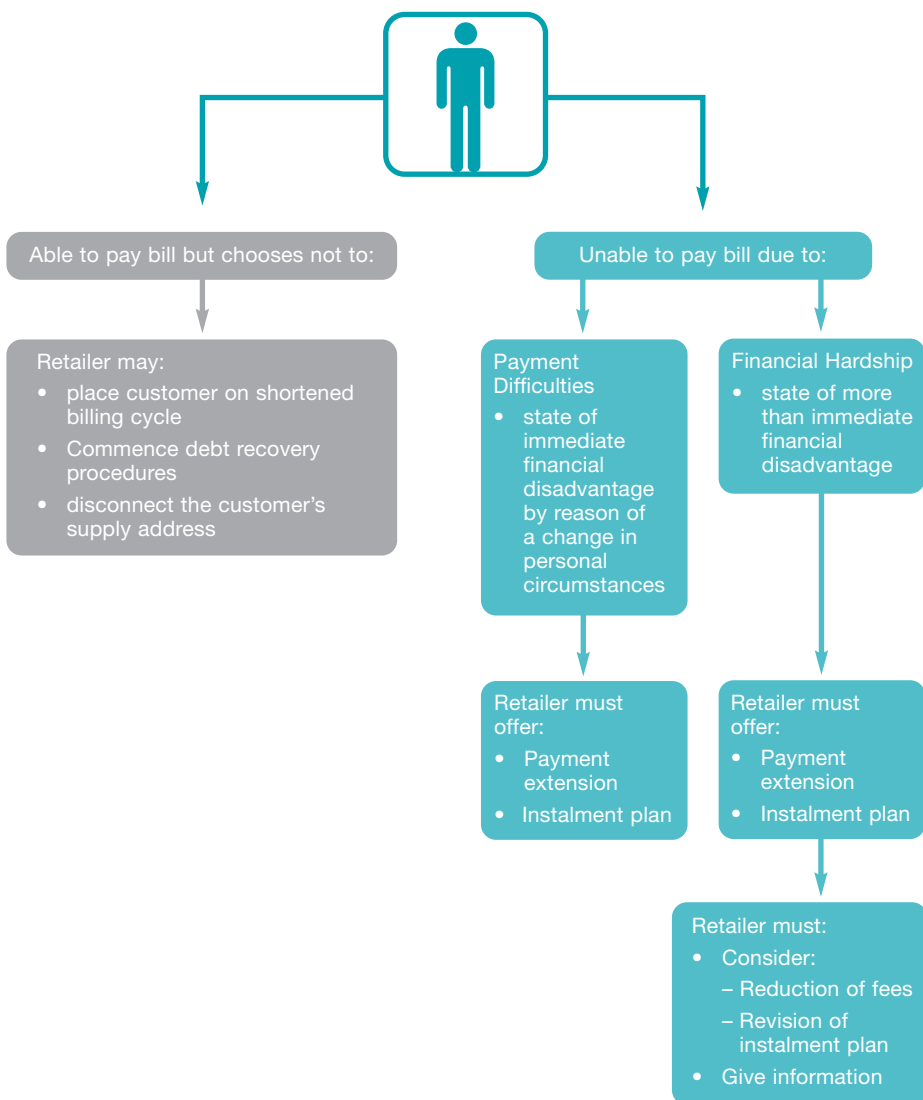
## Part 6 – Payment difficulties and financial hardship

### General

The Code adopts a three-tiered process to address non-payment of bills –

- (1) where a customer has the capacity to pay, a retailer may:
  - (a) place them on a shortened billing cycle (subject to the conditions in clause 4.1(a)(ii) and 4.2);
  - (b) start debt recovery proceedings (subject to the conditions in clause 5.8); and
  - (c) disconnect the customer's supply (subject to the conditions in clauses 7.1 to 7.3);
- (2) where a residential customer is unable to pay a bill due to payment difficulties, a retailer must offer them the payment options specified in clause 6.4. This situation is dealt with in Division 2 of this Part; and
- (3) where a residential customer cannot pay because of financial hardship, a retailer must:
  - (a) offer the customer the payment options specified in clause 6.4;
  - (b) advise them of the services referred to in clause 6.8; and
  - (c) on request, give reasonable consideration to –
    - (i) reducing fees, charges or debt (clause 6.6); and
    - (ii) revising the customer's alternative payment option (clause 6.7).

This situation is dealt with in Division 3 of this Part.



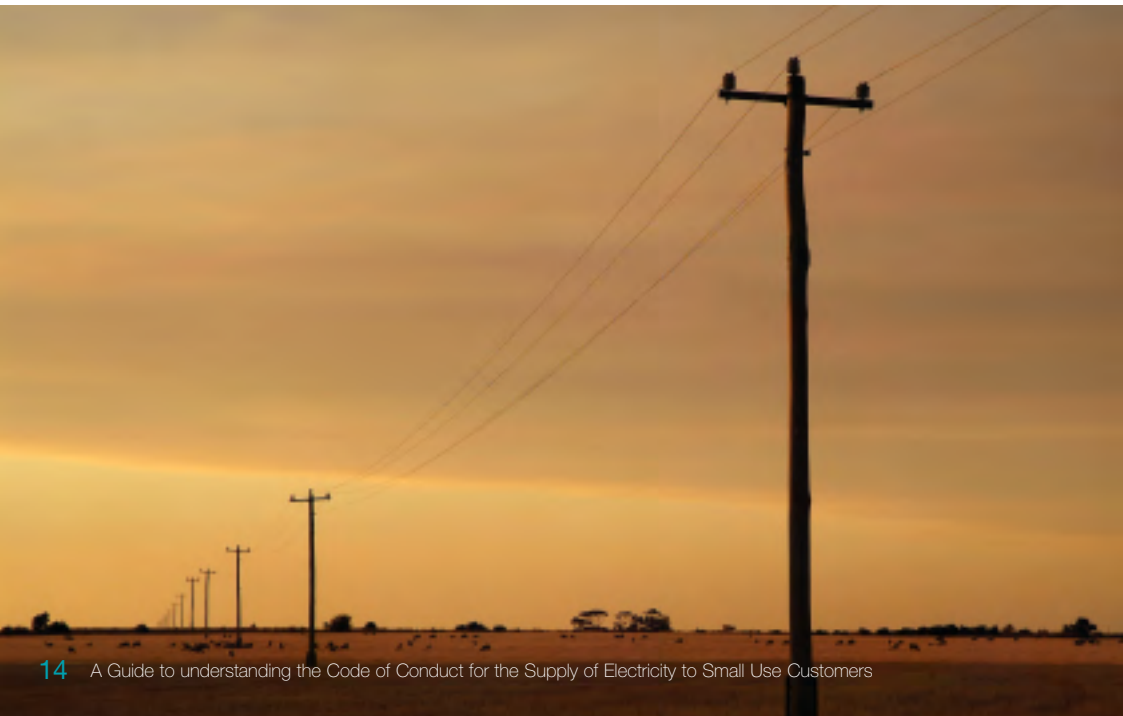
## Assessment of financial situation (division 1)

When residential customers have trouble paying their electricity bills, the Code requires retailers to provide certain assistance. This only applies if the customer tells and demonstrates to the retailer that they are having trouble paying.

If a residential customer demonstrates to a retailer that they have made an appointment with a relevant consumer representative, the retailer is generally required to give the customer 10 days within which to attend the appointment (clause 6.2).

When a customer tells a retailer they are having trouble paying, the retailer must determine whether the customer is experiencing:

- Payment difficulties – unable to pay due to an immediate change in personal circumstances (e.g. a fire or flood); or
- Financial hardship – unable to pay due to a more than immediate situation (eg job loss) and paying would affect the customer's ability to meet basic needs such as food and housing.



## Assistance available

### *Payment difficulties (division 2)*

If a retailer believes a customer is having payment difficulties, they must offer:

- more time to pay; and
- an instalment plan.

The customer can choose their preferred option. If they choose an instalment plan, their capacity to pay must be considered by the retailer when determining the time period and the number of instalments.

### *Financial hardship (division 2 and 3)*

If a retailer believes a customer is suffering financial hardship, they must:

- offer the customer:
  - the same payment arrangements offered to those experiencing payment difficulties; and
  - information on services available (e.g. concessions);
- consider a customer's request for a:
  - reduction in fees, charges or debt; and
  - revision of the payment arrangements (e.g. more time to pay, or changes to the instalment plan).

## Hardship policy

Under clause 6.10, retailers must develop a policy that guides their overall approach to helping customers in financial hardship.

## Part 7 – Disconnection

Part 7 specifies the minimum standards retailers and distributors must follow before disconnecting a customer's supply.

### When a customer may be disconnected

A number of Acts provide retailers and distributors with the power to disconnect a customer's supply. This can happen if the customer:

- does not pay a bill before the due date;
- obtains electricity illegally; or
- denies access to the meter.

As these powers are already included in other Acts, they have not been repeated in the Code. Instead, the Code states what retailers or distributors must do before disconnecting supply.

### If a customer fails to pay a bill (subdivision 1)

Clauses 7.1 to 7.3 outline what retailers must do before disconnecting supply when customers fail to pay their bills. Under clause 7.1, a retailer must at least send a customer a reminder notice and a disconnection warning before disconnection. The disconnection warning must be sent at least



18 business days after the the bill is sent, and must give the customer at least five business days warning. So a retailer can not disconnect supply within 24 business days of sending the bill.

Clause 7.2 contains some exceptions to this power to disconnect. A retailer, for example, cannot disconnect supply if the customer has accepted an offer for an instalment plan. As a result, customers in financial hardship will not be disconnected if they contact their retailer in time and make the necessary arrangements.

#### **If a customer fails to give access to the meter (subdivision 2)**

Under clause 7.4, retailers can only disconnect supply if a customer has failed to give access to the meter for at least the past 12 months. Before disconnecting supply, the retailer must try to contact the customer and warn them they may be disconnected if they do not provide access. A retailer must also give the customer a disconnection warning with at least five business days notice.

#### **If there is an emergency (subdivision 3)**

A distributor may disconnect a customer in case of an emergency. However, if it does it must provide a 24 hour emergency telephone line to give customers information on the emergency and when their supply will be restored.

#### **When a customer may not be disconnected (division 2)**

Clause 7.6 states when retailers and distributors cannot disconnect supply. For example, late afternoon on weekdays, during a weekend or when a customer has made a complaint directly related to the reason for the disconnection. Also, retailers cannot disconnect a customer for failing to pay a bill if they (or a person living at the premises) is on life support.

If a customer is on life support, the distributor must also give three days written notice of any planned interruptions to supply. This gives customers time to make alternative arrangements.



## Part 8 – Reconnection

Part 8 specifies when electricity must be reconnected. If supply has been disconnected but the reason no longer exists, the customer can request the retailer to reconnect their supply (clause 8.1(1)). The retailer may, however, require the customer to pay a reasonable fee for arranging the reconnection. If the customer is unable to pay the fee, the fee may be rolled into an instalment plan.

### Forwarding the request (clause 8.1)

If the reason for disconnection has ceased to exist and the customer has:

- requested to be reconnected; and
- paid the retailer's reasonable charge for reconnection,

the retailer must arrange for the reconnection by forwarding the request to the distributor. The timeframes for doing so are specified in clause 8.1(2).

### Reconnecting the customer's supply address (clause 8.2)

After receiving the reconnection request, the distributor must reconnect the customer's premises within the timeframes prescribed in clause 8.2(2).

### Payment (clause 14.1)

If the customer is not reconnected within the prescribed time, they are entitled to compensation from the retailer.

## Part 9 – Pre-payment meters in remote communities

Part 9 specifies minimum standards for the use of pre-payment meters in certain remote communities.

A pre-payment meter enables a customer to pay for their electricity before using it, similar to a pre-paid mobile telephone. The meters are to help customers better manage their finances as they prevent build-up of large debts. The Code also prescribes service standards for these customers to ensure they receive similar levels of protection to those on periodic accounts.

### Exclusion from Parts 4 to 8 of the Code (clause 9.2)

Customers who use a pre-payment meter do not receive a bill and so parts of the Code (which are based on the assumption that the customer receives a bill) do not apply to them. Elements of Part 6 will apply to pre-payment meter customers because a retailer must establish hardship policies to assist residential customers who experience payment difficulties and financial hardship and use a pre-payment meter.



### **Information provision (clause 9.4)**

To ensure customers understand the pros and cons of using a pre-payment meter, a retailer must give those who request it detailed information on their use (clause 9.4(1)). Also, the retailer must give each customer with a pre-payment meter an “information package” similar to that provided to customers who receive a bill.

### **Safeguards (clauses 9.5 - 9.10)**

A retailer must ensure that a:

- pre-payment meter is not installed if the customer is on life support;
- customer receives all relevant concessions provided by the retailer;
- customer can easily recharge the pre-payment meter card;
- pre-payment meter provides an emergency credit of \$10;
- customer can retrieve any remaining credit when leaving the supply address; and
- payment on a pre-payment meter card which previously had an empty balance will immediately bring about recommencement of supply once inserted into the meter.

## **Part 10 – Information and communication**

Part 10 specifies the information that retailers and distributors must give to customers (on request), most of which must be provided free of charge.

As the functions of a retailer and a distributor differ, some requests for information must be directed to the retailer and others to the distributor. Division 1 specifies what information must be provided by retailers, and division 2 sets out the information to be given by distributors.

If a customer asks a retailer a question on a distribution matter, the retailer must either provide the information (after having contacted the distributor), or refer the customer to the distributor.

### Alternative formats

Some customers may have problems trying to get information provided by retailers or distributors because of a disability or poor understanding of English. Clause 10.11 obliges retailers to provide these customers with interpreting services.

Clause 10.11 was drafted broadly to ensure that a wide variety of services would be available to customers free of charge. These include, for example, independent multi-lingual services, TTY services and large print copies of documents.

This information must be made available to the customer free of charge. Retailers and distributors only have to provide the information on request.





## **Part 11 – Customer Service Charter**

Part 11 requires retailers and distributors to publish a Customer Service Charter.

### **Purpose**

The Customer Service Charter must describe each retailer's or distributor's service standards which, as a minimum, consist of at least those standards prescribed by the Code.

Retailers and distributors can choose to include service standards that are more stringent than those prescribed by the Code. Therefore Customer Service Charters provide retailers and distributors with the opportunity to differentiate themselves. Also, they ensure that customers receive comprehensive information in plain English on their key rights and obligations. Clause 11.1(2) specifies what information must be included in the Charter.

### **Availability of Customer Service Charter**

The Code states that retailers must tell customers how they can obtain a copy of the Charter at the beginning of a contract (clause 2.4).

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

Part 12 requires retailers, distributors and marketers to develop internal processes for handling complaints and resolving disputes.

### **Contents (clause 12.1)**

The Code specifies the minimum requirements for complaints handling processes, such as:

- compliance with the Australian Standard on Complaints Handling;
- the right for customers to have their complaint considered by a senior employee; and
- specifying how quickly a complaint will be dealt with.



### **When is a matter a complaint? (clause 12.2)**

Sometimes it may be difficult to know whether a matter raised by a customer is a complaint. For example, a customer may be unhappy with the location of an electricity pole in their front yard. If the customer asks the distributor to move the pole the request could be seen as a simple query or as a complaint.

To ensure that queries and complaints are properly classified, clause 12.2 requires retailers to comply with any guidelines developed by the Economic Regulation Authority for this purpose.

## **Part 13 – Record keeping**

Part 13 requires retailers and distributors to keep records on certain matters.

### **Purpose**

Part 13 requires retailers and distributors to keep statistics and other information for at least two years from the last date on which it was recorded. The information may be requested by the Economic Regulation Authority and made available to the public.

Publication of these statistics may give customers some insight into how their retailer's or distributor's services compare to others. This information may be of particular interest to contestable customers who can choose their retailer.

The statistics will also show emerging trends, such as increases or decreases in the number of customers experiencing problems paying their electricity bills (e.g. through the number of customers on an instalment plan).

### **Records retailers have to keep (division 2)**

Under division 2, a retailer must keep records such as:

- the affordability and accessibility of their services;
- the number and type of complaints received and how they were addressed;
- the number of compensation payments made; and
- the performance of their call centre.

### **Records distributors have to keep (division 3)**

Under division 3, a distributor must keep records such as:

- the number of connections established (on time);
- how quickly they fixed faulty street lights;
- the number and type of complaints received and how they were addressed;
- the number of compensation payments made; and
- the performance of their call centre.

### **Part 14 – Service standard payments**

Part 14 sets out the payments that customers are entitled to when retailers and distributors breach service standards.

### **Available payments (divisions 1 and 2)**

The following payments are available to customers:

- for failure to reconnect supply in time – \$50/day (maximum of \$250).
- for wrongfully disconnecting a customer's supply address (eg if a retailer fails to warn the customer of a disconnection or does so during a weekend) – \$50/day (maximum of \$250).
- for failing to acknowledge or respond to a written complaint - \$20.

### **Receiving a payment (clauses 14.5)**

Retailers and distributors do not have to proactively compensate customers. Customers must request a payment within three months. Payment can be made by crediting the customer's next bill or by a direct payment.

Neither retailers nor distributors have to make payments for being unable to meet a service standard because of events outside their control.

### **Dispute (clause 14.7)**

If a distributor or retailer fails to provide the payment within 30 days of the date of the demand, the customer may attempt to recover the payment through a court.



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