



**The Australian
Gas Association**

ACN 004 206 044

Natural Gas Customer Service Code AG 755-1998

April 1998

ISBN 0 85852 112 1

PREFACE

The Natural Gas Customer Service Code (AG 755-1998) is a national Code of Practice developed by the Australian Gas Association (AGA) through its Natural Gas Customer Service Code Project Group.

The intention of this Code is to provide essential requirements and basic standards for adoption in the Australian gas industry and to promote national standards for gas customer services.

This Code has been prepared to:

- highlight the commitment of companies in the gas industry to standards and procedures for customer services;
- support the continued environment of co-regulation in the gas industry (combining elements of industry self regulation with government and statutory regulatory oversight); and
- provide clear processes for important relationships between gas suppliers and their customers including billing, connection and payments.

This document contains the Natural Gas Customer Service Code, and sets minimum conditions under which a gas supplier may supply and sell reticulated natural gas to a customer and a distributor may transport natural gas for delivery to a customer.

The Code is available for inspection on the AGA Web site located at www.gas.asn.au.

The Code also requires each gas supplier to prepare a NATURAL GAS CUSTOMER CHARTER which informs the consumer of the relevant requirements under the Code.

The Code will be subject to annual review by the Association. Suggestion for improvements or amendments should be sent to:

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AG 755 Code Committee
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SECTION 1

SCOPE, CUSTOMER CHARTER, CODE OPERATIONS AND DEFINITIONS

1.1 SCOPE OF THE CODE

- 1.1.1 The Natural Gas Customer Services Code (AG 755) is a national code of practice relating to standards and procedures of customer services in the gas distribution sector.

This Code sets minimum conditions under which a *supplier* may *supply* and sell reticulated natural gas to a *customer* and a *distributor* may transport natural gas for *supply* to a *customer*.

- 1.1.2 (i) Each *supplier* and *distributor* which is a member of AGA or required under *regulatory requirements* to comply with this Code shall use its best endeavours to comply with the provisions of the Code as soon as possible and in any event within 12 months of the date on which this Code is adopted by AGA.
- (ii) Where a *supplier* or *distributor* is unable to comply with any provision of the Code within the time period specified in sub-section (i), that *supplier* or *distributor* may seek a derogation from the Code by written application to the Board of AGA, which may in its discretion approve such derogation.
- 1.1.3 This Code may also be adopted as the customer service code of practice for other forms of gas delivered through reticulation including:
- (a) town gas;
 - (b) liquefied petroleum gas (LPG);
 - (c) tempered liquefied petroleum gas (TLPG);
 - (d) bio mass gas: and
 - (e) synthetic natural gas

Where the Code is adopted for the supply and sale of one of these other forms of reticulated gas, any reference to natural gas in this Code shall be interpreted as a reference to the other forms of gas as outlined above.

1.2 NATURAL GAS CUSTOMER CHARTER

- 1.2.1 A *supplier* adopting this Code shall prepare a Natural Gas Customer Charter and/or a standard form contract which summarises this Code (a copy of which Code can be obtained on request under clause 1.3.1) and any greater benefit which a

supplier provides to a *customer*, and includes a reference to the *Authority* or *Authorities* relevant for that *supplier*.

The Natural Gas Customer Charter and/or standard form contract shall be in plain language and in a format easily understood by *customers*.

Each *supplier* shall send one copy of the Natural Gas Customer Charter, free of charge, to each *supply address*.

1.3 CODE OPERATIONS

1.3.1 Obtaining a copy of this Code

Upon a request from a *customer*, a *supplier* shall send to the *customer* a copy of this Code. The *supplier* may impose a reasonable charge to cover the cost of printing and postage for complying with the *customer's* request. Any *customer* may inspect a copy of the Code in normal and large print free of charge at the offices of the *supplier*.

1.3.2 Code Amendment

1.3.2.1 This Code may be amended at any time by the Australian Gas Association. An outline of the Code review and amendment process is provided in Appendix C. The AGA committee responsible for reviewing and amending the Code shall include a representative from a national consumer group.

1.3.2.2 Changes to any of the documents referred to in Appendix A to this Code may also cause this Code to be amended. Where the documents incorporate *regulatory requirements* and other industry codes, notice of change is not required.

1.3.3 Variation to be by written agreement

The terms of this Code may be varied by written agreement between a *customer* and a *supplier*. Any variation, however, shall not reduce the rights or increase the obligations of a *customer* without giving some corresponding benefit, whether financial or otherwise.

1.3.4 Code Amendment — Notification to customers

Except where a *supplier's* Natural Gas Customer Charter confers a benefit upon a *customer* equal to or greater than the benefits of the amendment to this Code, a *supplier* shall inform a *customer* of any amendment to this Code which affects the *customer's* rights or obligations as soon as reasonably practicable after the amendment is made. Unless the amendment to this code is to incorporate *regulatory requirements*, the amendment will not take effect until the *supplier* gives notice of the amendment in the Government Gazette, and either a newspaper or a notice to each *customer*.

1.3.5 Rights after Termination of Supply

Termination of the *supply* of gas to a *customer's supply address* does not affect rights or obligations incurred prior to the date of termination. In particular, the *customer* continues to have access to complaints and dispute resolution in accordance with Section 2.

1.3.6 Regulatory requirements

1.3.6.1 The relationship between a *customer* and a *supplier* can be affected by *regulatory requirements*. Both a *supplier* and a *customer* shall comply with *regulatory requirements* relating to the *supply* of natural gas to a *customer's supply address*. A list of the relevant *regulatory requirements* appears in Appendix A.

1.3.6.2 In the relationship between the *supplier* and the *customer*, the following order of hierarchy applies:

- regulatory requirements;
- Natural Gas Customer Service Code;
- Standard Form Contract (if any);
- Natural Gas Customer Charter.

1.3.7 Obligations of a Supplier that does not operate the Distribution System

Where, because a *supplier* is not the owner or operator of the *distribution system*, the *supplier* is unable to fulfil an obligation under this Code, the *supplier* shall seek to have the owner or other person responsible for the *distribution system* fulfil the obligation pursuant to the agreement, arrangement or undertaking by which the *supplier* uses the *distribution system*.

1.3.8 Obligations of a Tenant

In any agreement between a *supplier* and a *customer* where the *customer* is not the owner of the *customer's supply address*, the *supplier* may require the *customer* to seek to have the owner or other person responsible for the *supply address* fulfil any obligation of the *customer* under this Code, under the agreement or arrangement by which the *customer* occupies the *supply address*.

1.3.9 Contacts for Further Information

For further information about this Code, the Customer Charter, *customers* should contact their *supplier*. Contact addresses appear in Appendix B.

1.4 DEFINITIONS

For the purposes of this Code the following definitions apply unless the context requires otherwise:

- 1.4.1 ***acceptable identification supply*** means in the context of a ***supplier*** requiring proof of identity in relation to connection of:
- (a) to a ***residential customer***, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a pension card, a Department of Social Security Entitlement Card or a birth certificate or other document as agreed by ***supplier***;
 - (b) to a ***business customer*** which is a sole trader or a partnership, one or more of the forms of identification referred to in (a) above with respect to all of the individuals that conduct the business; or
 - (c) to a ***business customer*** which is a company, the company's Australian Company Number.
- 1.4.2 ***Authority*** means the authority having statutory (legal) jurisdiction responsible under relevant ***regulatory requirements*** for the regulation of natural gas ***supply, suppliers and distribution systems***.
- 1.4.3 ***bank*** means a savings or trading bank or other recognised financial institution such as a building society or a credit union or a credit card issuer.
- 1.4.4 ***billing cycle*** means the regular recurrent period in which a ***customer*** receives a bill from the ***customer's supplier***.
- 1.4.5 ***business customer*** means a ***customer*** who is not a ***residential customer***.
- 1.4.6 ***business day*** means a day other than a Saturday, a Sunday or a public holiday.
- 1.4.7 ***connection*** means the joining of a ***natural gas installation*** to the ***supplier's distribution system*** to allow the flow of gas from the ***distribution system*** to a ***natural gas installation***.

- 1.4.8 *customer* means a person:
- (a) other than a *supplier*, who buys or proposes to buy natural gas from a *supplier* and whose name appears on the natural gas bill issued by the *supplier*; and
 - (b) supplied under a pricing order; or
 - (c) supplied as a franchise *customer* excluding a contract franchise *customer* where those terms are defined under any *regulatory requirements* applicable to the *supplier* supplying the *customer*; or
 - (d) in respect of any obligation on the *supplier*, or right of the *customer*, to information regarding *gas supply* or to dispute resolution, in addition to those persons referred to in clauses (a) to (c) of this clause, residing at the *customer's supply address*.
- 1.4.9 *date of receipt* means, in relation to the receipt by a *customer* of a notice (including a disconnection warning) given by a *supplier*:
- (a) in the case where the *supplier* hands the notice to the *customer*, the date the *supplier* does so;
 - (b) in the case where the *supplier* leaves the notice at the *customer's supply address*, the date the *supplier* does so; and
 - (c) in the case where the *supplier* gives the notice by post, a date 2 *business days* after the date the *supplier* posted the notice.
- 1.4.10 *distribution standards* means the relevant *regulatory requirements* (including industry based codes and standards such as AG 603: Gas Distribution Code) to regulate:
- (a) the *supply* of natural gas to or from a *supplier's distribution system*; and
 - (b) the way in which a *customer's natural gas installation* affects the *distribution system* to which it is connected.
- 1.4.11 *distribution system* means a network of pipes, *meters* and controls which the *supplier* uses to *supply* natural gas or a *distributor* uses to transport natural gas

for *supply* to *customers*.

- 1.4.12 *distributor* means the entity that has the care and control of the *distribution system* through which natural gas is transported for *supply* to *customers*.
- 1.4.13 *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 or which destroys or damages, or threatens to destroy or damage, any property.
- 1.4.14 *gas installer* means a person licensed or authorised under relevant *regulatory requirements* to install, repair, alter or make any addition to a *natural gas installation* or to any part of a *natural gas installation*.
- 1.4.15 *heating value* units of energy contained in one cubic metre of gas.
- 1.4.16 *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.
- 1.4.17 *metering* means the relevant *regulatory requirements standards* which:
- a) regulate the basis for the installation of new metering equipment and the operation and maintenance of new and existing metering equipment at a *customer's supply address*;
 - b) establish rights and obligations with respect to metered data; and
 - c) includes relevant or prescribed industry codes or standards.
- 1.4.18 *natural gas installation* means any natural gas equipment at a *customer's supply address* that is not part of a *supplier's distribution system*.
- 1.4.19 *point of supply* means the point where the natural gas leaves the *supplier's distribution system* whether or not the natural gas passes through facilities owned or operated by any other person after leaving that point before being supplied to the *customer* (for example the *meter* outlet where the *meter* is

the last part of the *distribution system*).

1.4.20 *pricing
order*

means the order issued under relevant *regulatory requirements* establishing a pricing mechanism according to which charges for natural gas supplied to *customers* are to be fixed.

- 1.4.21 *reading* means:
- (a) figures or other information shown on a *meter* register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
 - (b) the process of collecting figures or other information from a *meter* either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.
- 1.4.22 *reasonable assurance* means, in relation to a *customer's* offer to pay, a fair and reasonable expectation (based on all the circumstances leading to, and which are anticipated to follow, the offer) that the *customer* will meet the terms of the offer.
- 1.4.23 *refundable advance* means an amount of money or other arrangement acceptable to the *supplier* as security against a *customer* defaulting on payment of a bill.
- 1.4.24 *regulatory requirements* means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees, or any mandatory approvals and guidelines, including industry standards and or administrative interpretations of them.
- 1.4.25 *residential customer* means a *customer* who acquires natural gas for use in domestic premises.
- 1.4.26 *service and installation rules* means the *regulatory requirements* relevant to the installation and servicing of a *natural gas installation* (this includes AG 601 Gas Installation Code and AG 501 Code for Commercial and Industrial Gas Fired Appliances).
- 1.4.27 *supplier* means a person who holds the relevant State or Territory authorisations and/or licences to *supply* or retail natural gas to other persons (referred to in some jurisdictions as a retailer).
- 1.4.28 *supply* in relation to natural gas, means the delivery of natural gas and related services.

- 1.4.29 ***supply address*** means the address at which a ***supplier*** has supplied, supplies or may ***supply*** natural gas to a ***customer***.

1.5 INTERPRETATION

- 1.5.1 In deciding whether a ***supplier*** has used its best endeavours, regard shall be had to relevant codes, good natural gas industry practice as defined in the ***distribution standards***, the performance of other ***suppliers*** and to inter-State and international benchmarks.
- 1.5.2 The Code recognises that in some jurisdictions the activities of ***suppliers*** and ***distributors*** will normally be carried out by separate legal entities. However, in some jurisdictions, these activities will be carried out by a single legal entity. In this Code, any obligation in relation to a ***distribution system*** will be an obligation on the entity having the care and control of that ***distribution system***, whether that is the ***supplier*** or the ***distributor***.
- 1.5.3 To avoid doubt, any requirement of this Code which provides that a ***supplier*** may take action or do or refrain from doing any thing means that the ***supplier*** has the discretion to do so, but is not required to do so.
- 1.5.4 In this Code, unless the context otherwise requires:
- (a) headings are for convenience only and do not affect the interpretation of this Code;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
 - (e) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Code;
 - (f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
 - (g) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances by-laws or rule varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;

- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (j) a reference to a *supplier* includes a *supplier's* officers, employees, contractors, agents or other representatives;
- (k) a reference to bi-monthly means every two months;
- (l) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this Code have a corresponding meaning;
- (m) a period of time which:
 - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
- (n) an event which is required under this Code to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*.

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SECTION 2

INFORMATION AND COMMUNICATION

2.1 INFORMATION PROVISION

2.1.1 Limitations on the Obligations of a Supplier

The obligations of a *supplier* under this Code are, to the extent such information is relevant to that obligation, subject to the *customer* providing the following information as soon as possible after the relevant occurrence:

- (a) change in responsibility for the payment of the *supplier's* bill;
- (b) change to the *customer's* contact details;
- (c) change to the major natural gas usage purpose of the *customer's supply address*;
- (d) change affecting access to metering equipment;
- (e) proposed change to the *customer's natural gas installation* which may affect the quality or safety of the *supply* of natural gas to the *customer* or any other person; or
- (f) gas leak or other problem with the *supplier's distribution system*.

And in any agreement between the *supplier* and the *customer*, the *supplier* may require the *customer* to comply with these information requirements.

2.1.2 Obligations of a Supplier

2.1.2.1 A *supplier* shall provide *customers* with a free of charge copy of the *supplier's* Natural Gas Customer Charter and, on or before the date of the first bill, information on:

- (a) the type and frequency of bills the *customer* will receive;
- (b) payment options available to the *customer*;
- (c) government energy assistance schemes and concessions;
- (d) how to make a complaint to, or enquiry of, the *supplier*;
- (e) the *supplier's* 24 hour, 7 days a week emergency line;
- (f) the *supplier's* language translation or disability services;
- (g) the *customer's* quality of *supply* obligations; and
- (h) complaints and dispute resolution processes.

2.1.2.2 A *supplier* shall, on request by a *customer*, provide the *customer* or the *customer's gas installer* with reasonable information on:

- (a) the *supplier's tariffs*, including any alternative *tariffs* which may be available to that *customer*; and
- (b) the *supplier's* requirements in relation to the *customer's* proposed new *natural gas installation*, or changes to the *customer's* existing *natural gas installation*, including advice about *supply* extensions.

2.1.2.3 The information shall be:

- (a) provided to a *customer* free of charge within 8 *business days* of the *customer's* request; and
- (b) if the *customer* requests it, provided in writing.

2.1.2.4 A *supplier* shall advise each *customer* either at the time of a request by a *customer* for a connection, or at the time of rendering the initial bill to the *customer*, of any alternative tariffs which are available to that *customer*.

2.2 ADVICE ON THE USE OF NATURAL GAS

A *supplier* shall provide to a *customer* on request and free of charge:

- (a) advice and information to a *customer* on the most cost effective way to utilise natural gas (including referring a *customer* to a relevant information source);
- (b) advice on how, and at what estimated cost, a *customer* may arrange for an energy audit of the *customer's supply address*; and
- (c) advice on the typical running costs of major domestic appliances.

2.3 SPECIAL INFORMATION NEEDS

2.3.1 Language and large print needs

2.3.1.1 A *supplier* shall:

- (a) provide access to multi-lingual services to meet the reasonable needs of its *customers*; and
- (b) provide, on request by a *customer*, large print versions of:
 - (i) this Code, at a reasonable charge to recover the cost of printing and postage; and
 - (ii) the *supplier's* Natural Gas Customer Charter, free of charge.

2.4 PRIVACY AND CONFIDENTIALITY

2.4.1 A *supplier*

- (i) shall keep *customer* information confidential,
- (ii) shall only use *customer* information for purposes related to a business operated by the *supplier*, provided that the *supplier* shall not be entitled to sell the information to third parties as part of such business; and
- (iii) shall not pass *customer* information to another party unless:
 - (a) the *supplier* is required by law to disclose or use the information; or
 - (b) the *customer* gives the *supplier* explicit consent.

2.5 COMPLAINTS AND DISPUTE RESOLUTION

2.5.1 Obligations on a supplier

A *supplier* shall:

- (a) manage a complaint made to it by a *customer* in accordance with the Australian Standard on Complaints Handling (AS 4269) 1995;
- (b) publish information which will assist its *customers* in utilising its complaints handling process; and
- (c) when requested by a *customer*, provide the *customer* with information about
 - (i) the *supplier's* complaints handling process; and
 - (ii) external dispute resolution bodies.

2.5.2 Rights of a customer

A *customer* may:

- (a) make a complaint to a *supplier* about the *supplier's* acts or omissions;
- (b) where the *customer* is not satisfied with the *supplier's* response to the complaint, raise the complaint to a higher level within the *supplier's* management structure; and
- (c) where, after raising the complaints to a higher level, the *customer* is not satisfied with the *supplier's* response, refer the complaint to the external dispute resolution body, as appropriate.

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GAS CONNECTION AND SUPPLY STANDARDS

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SECTION 3

GAS CONNECTION AND SUPPLY STANDARDS

3.1 CONNECTION OF A CUSTOMER TO GAS SUPPLY — SUPPLIERS OR DISTRIBUTORS

3.1.1 Supply and metering equipment

A *supplier* or *distributor* shall, in accordance with the *distribution standards*:

- (a) provide, install and maintain equipment for the *supply* of natural gas up to the *point of supply*; and
- (b) provide, install and maintain metering and necessary ancillary equipment at a location at the *supply address* suitable to the *supplier*, giving due consideration to the *customer's* wishes.

3.1.2 Existing connections

3.1.2.1 Subject to:

- (a) adequate *supply* being available at the required volume and pressure at the boundary of the *supply address*;
- (b) the *natural gas installation* at the *supply address* complying with *regulatory requirements*; and
- (c) the *meter* at the *supply address* being available for use by the *supplier* where necessary

a *supplier* shall use its best endeavours to connect the *customer* at a *supply address* previously supplied by any *supplier* within one *business day* or within a period agreed with the *customer*.

3.1.2.2 The obligation of the *supplier* to connect the *customer* within one *business day* is subject to the *customer* complying with the following requirements:

- (a) the *customer* making application (in person, by telephone or in writing) and provide *acceptable identification* as required by the *supplier*;
- (b) if requiring connection within one *business day*, the *customer* making the application by 3pm on the previous *business day*;
- (c) the *customer* agreeing to pay the *supplier* all relevant fees and charges;
- (d) the *customer* providing contact details for billing purposes;
- (e) if the request is made in respect of a rental property, the *customer* providing contact details for the property owner or the owner's agent;

- (f) if required by the *supplier*, the *customer* satisfying the *supplier* that necessary safe, convenient and unhindered access to the *supply address*, the *meter* and the *natural gas installation* is available;
- (g) if required by the *supplier*, the *customer* providing the *supplier* with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances;
- (h) if required by the *supplier* under this Code, the *customer* providing a *refundable advance*, *bank* guarantee or entering into a payment arrangement; and
- (i) the *customer* not having an outstanding debt relating to the *supply* of natural gas or any other form of gas supplied by that *supplier* to that *customer* at a previous *supply address* (other than a debt the subject of a dispute, or for which repayment arrangements have been made).

3.1.2.3 The *supplier* or *distributor* shall connect the *customer's supply address* only in accordance with the *distribution standards*.

3.1.3 New gas connections

3.1.3.1 Subject to:

- (a) adequate *supply* being available at the required volume and pressure at the boundary of a new *supply address*; and
- (b) the *natural gas installation* at the *supply address* complying with *regulatory requirements*

a *supplier* or *distributor* shall use its best endeavours to make *supply* available at a new *supply address* on the date agreed with the *customer* or, where no date is agreed with the *customer*, the *supplier* shall connect the new *supply address* within 20 *business days* from the date of application.

3.1.3.2 The obligation of the *supplier* to connect the *supply address* under clause 3.1.3.1 is subject to the *customer* complying with the following requirements:

- (a) the *customer* shall make application (in person, by telephone or in writing) and provide *acceptable identification* as required by the *supplier*;
- (b) if required by the *supplier*, the *customer* shall ensure that the notices of installation or completion of *natural gas installation* work from a *gas installer* are provided to the *supplier*;
- (c) if required by the *supplier*, the *customer* shall satisfy the *supplier* that necessary safe, convenient and unhindered access to the *supply address*, the *meter* and the *natural gas installation* is available;

- (d) if the request is made in respect of a rental property, the *customer* providing contact details for the property owner or the owner's agent;
- (e) if required by the *supplier*, the *customer* shall provide the *supplier* with estimated natural gas load information for the *customer's* proposed use at the *supply address*;
- (f) the *customer* shall agree to pay the *supplier* all relevant fees and charges;
- (g) the *customer* shall provide contact details for billing purposes;
- (h) if required by the *supplier* under this Code, the *customer* shall provide a *refundable advance*, *bank* guarantee, or enter into a payment arrangement; and
- (i) the *customer* shall not have an outstanding debt relating to the *supply* of natural gas or any other form of gas supplied by that *supplier* to that *customer* at a previous *supply address* (other than a debt the subject of a dispute, or for which repayment arrangements have been made).

And in any agreement between the *supplier* and the *customer*, the *supplier* may impose these obligations on the *customer*.

3.1.4 Utilisation of supply

Any obligation of the *supplier* under this Code is subject to the *customer* complying with the following requirements:

- (a) the *customer* shall not allow natural gas supplied by a *supplier* to the *customer's supply address* to be used at another *supply address*;
- (b) the *customer* shall not take at the *customer's supply address*, natural gas supplied to another *supply address*;
- (c) the *customer* shall not *supply* natural gas to any other person unless permitted by *regulatory requirements* or agreed by the *supplier*;
- (d) the *customer* shall not tamper with, or permit tampering with, the *meter* or associated equipment;
- (e) the *customer* shall not bypass, or allow natural gas supplied to the *supply address* to bypass the *meter*;
- (f) the *customer* shall not allow natural gas supplied under a residential tariff to be used for non-residential purposes other than home offices; or
- (g) the *customer* shall not allow natural gas supplied under a specific purpose tariff to be used for another purpose.

3.1.5 Illegal utilisation

3.1.5.1 Where a *customer* has obtained *supply* otherwise than as permitted by this Code, the *supplier* may:

- (a) take action in accordance with Section 5.1 to disconnect *supply* to the *customer's supply address*;
- (b) estimate the usage for which the *customer* has not paid; and
- (c) take debt recovery action for the unpaid amount plus any disconnection costs and legal reasonable costs.

- 3.1.5.2 Where a *customer's* action in obtaining *supply* otherwise than as permitted by this Code results in damage to the *supplier's* equipment, the *customer* may be liable for repair or replacement costs and the *supplier* may take action to recover such costs as well as reasonable investigation costs, costs of disconnection and legal costs.

3.2 QUALITY OF GAS SUPPLY

3.2.1 Distribution standards — suppliers or distributors

A *supplier* or *distributor* shall use best endeavours to provide *supply* in accordance with the *distribution standards*.

3.2.2 Compensation

Nothing in this Code shall limit the rights of the *customer* to compensation for damage to the *customer* or the *customer's* property caused by the fault of the *supplier*.

3.2.3 Right to information by a customer

Where a *customer* requests, the *customer's supplier* shall provide, within 10 *business days*, an explanation for any change in the quality of the *supply* of its natural gas outside the allowed limits specified by the *distribution standards*.

3.2.4 Limitations on the obligations of suppliers and distributors concerning quality of gas supply

- 3.2.4.1 The obligations of the *supplier* and *distributor* in relation to quality of *supply* are limited to the extent that:

- (a) the distribution network; or
- (b) the quality of *supply* to other *customers*,
is adversely affected by a *customer's* actions or equipment.

- 3.2.4.2 A *supplier* shall, on request by a *customer*, provide a *customer* with a copy of the *distribution standards*. A *supplier* may impose a reasonable charge to recover the costs of printing and postage for providing a *customer* with a copy of the *distribution standards*.

3.3 SAFETY OF SUPPLY

3.3.1 Obligations of a supplier or a distributor

A *supplier* or *distributor* shall:

- (a) use best endeavours to ensure the *distribution system* is safe and meets *regulatory requirements*;
- (b) at the request of a *customer*, provide to the *customer* advice

- (i) on the facilities required to protect the *supplier's* equipment; and
- (ii) on the *customer's* use of *supply* so that it does not interfere with the *distribution system* of the *supplier* or *distributor* or with *supply* to any other *natural gas installation*.

3.3.2 Limitations on the obligations of a supplier

3.3.2.1 A *supplier* in any agreement with a *customer* may require the *customer* to comply with the following requirements:

- (a) the *customer* shall maintain the *natural gas installation* at the *customer's supply address* in a safe condition;
- (b) the *customer* shall protect the *supplier's* or *distributor's* equipment at the *customer's supply address* from damage and interference.
- (c) the *customer* shall provide safe, convenient and unhindered access to the *supply address* to enable work on the *distribution system* to be carried out.
- (d) the *customer* shall not allow a person, other than a person who is (to the best of the *customer's* knowledge) a *gas installer* to perform any work on the *natural gas installation*;
- (e) the *customer* shall not use the natural gas *supply* in a manner that the *customer* ought reasonably to be aware may:
 - (i) interfere with the *supplier's distribution system* or with *supply* to any other *natural gas installation*; or
 - (ii) cause damage or interference to any third party; or
- (f) the *customer* shall not interfere, or knowingly allow interference, with the *supplier's distribution system* or any metering equipment at the *supply address*, except as may be permitted by law.

3.4 RELIABILITY OF GAS SUPPLY

3.4.1 Obligations of a supplier or a distributor

Subject to this Section, a *supplier* or *distributor* shall use its best endeavours to provide a reliable *supply* to a *customer* in accordance with the *distribution standards*.

3.4.2 Right to interrupt supply by a supplier or a distributor

Subject to the rights relating to interruption of *supply* set out in this Section and Section 5, a *supplier* or *distributor* may interrupt *supply* for maintenance or repair, for installation of a

new *supply* to another *customer*, in an *emergency*, or for health or safety reasons.

3.4.3 Unplanned interruptions

In the case of an unplanned interruption, the *supplier* shall provide a 24 hour telephone number to enable *customers* to ascertain details, and the expected duration, of the interruption.

3.4.4 Right to information by a Customer

A *supplier* shall, at the request of a *customer*, provide an explanation for any unplanned maintenance and/or interruption to *supply* to the *customer's supply address* and, if the *customer* requests that the explanation be in writing, it shall be given in writing within 10 *business days* of the request or where the *supplier* does not own or operate the *distribution system*, within 5 *business days* of obtaining an explanation for the interruption from the *distributor*. The *supplier* shall use its best endeavours to obtain such explanation in a timely manner.

3.5 ACCESS TO SUPPLY ADDRESS

3.5.1 Obligations which may be imposed on a Customer

3.5.1.1 The *supplier* in any agreement with a *customer* may require the *customer* to allow a *supplier* or *distributor* and its equipment, safe, convenient and unhindered access to the *customer's supply address* for the following purposes:

- (a) to read the *meter* at the *customer's supply address*;
- (b) to connect or disconnect *supply*;
- (c) to inspect or test the *natural gas installation* at the *customer's supply address*;
- (d) to undertake inspection, repairs, testing, or maintenance of the *supplier's distribution system*

and the obligations of the *supplier* regarding access under clause 3.5.2 are subject to the *customer* providing such access required by the *supplier*.

3.5.1.2 The *supplier* in any agreement with a *customer* may, where a *customer's supply address* contains a hazard, require the *customer* to provide the *supplier* or *distributor* seeking access to the *supply address* under clause 3.5.1.1 with protection against the hazard, including any necessary protective clothing.

3.5.2 Obligations on a Supplier or a Distributor

3.5.2.1 (i) Except in the case of an *emergency*, suspected illegal use, or routine *meter* replacements, or the *customer* consenting to a shorter time, a *supplier* or *distributor* intending to

undertake inspections, repairs, testing or maintenance of the *distribution system* at the *supply address*, shall give the *customer* at that *supply address* notice of its intention.

- (ii) Where the notice relates to planned maintenance work being carried out at the *customer's supply address*, or to planned maintenance on the *distribution system*, the notice period shall be 4 days, or such longer period as specified by *regulatory requirements*.
- (iii) Where the notice relates to any work other than that specified in sub-clause (ii), the notice period shall be at least 24 hours or such longer period as specified by *regulatory requirements*.

3.5.2.2 A *supplier's* or *distributor's* representative seeking access to a *customer's supply address* under clause 3.5.1.1 shall:

- (a) wear in a visible manner and in accordance with the *supplier's* or *distributor's* requirements, official identification (eg. the *supplier's* or *distributor's* name tag with photo); or
- (b) carry such identification and show it to any *customer* present at the *supply address*.

3.6 METERS

3.6.1 Metering Standards — Suppliers and Distributors

3.6.1.1 A *supplier* and a *distributor* shall comply with the relevant or prescribed *metering standards* and the *service and installation rules*.

3.6.1.2 A *supplier* shall on request by a *customer* send to the *customer* a copy of the relevant codes or standards. The *supplier* may impose a reasonable charge for complying with the *customer's* request.

3.6.2 Meter testing

- (i) Where the *customer* pays a testing charge, a *customer's meter* may be tested for accuracy by an authorised body/person according to relevant *regulatory requirements*.
- (ii) Where the *supplier* carries out the test on the *meter*, the *supplier* shall carry out the test within 15 *business days* of the date of the request for testing from the *customer*.
- (iii) Where the *supplier* carries out the test on the *meter* at the *supply address*, the *customer* shall be entitled to be present at such test and the *supplier* shall give the *customer* at least 5 days notice of the date on which the test will be carried out.

- (iv) The *customer* shall be entitled to receive a copy of the test results.
- (v) If the *meter* is found to favour the *supplier* by more than allowable in the relevant *metering standards*, the *supplier* shall as soon as practicable refund the testing charge and make a correction to any bill in accordance with this Code.

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SECTION 4

TARIFFS, BILLING AND FINANCIAL TRANSACTIONS

4.1 TARIFFS AND CHARGES

4.1.1 Maximum tariffs and charges

A *supplier* must observe and charge in accordance with any *pricing order*, but a *supplier* may charge a *customer* less than any maximum charge specified in any *pricing order* if able to do so under the *regulatory requirements*.

4.1.2 Notice of tariffs

4.1.2.1 A *supplier* shall give notice of its tariffs upon which it supplies or sells natural gas in the Government Gazette, newspaper, a notice to each *customer* or as agreed with the *Authority*.

4.1.2.2 A *supplier* shall on request by a *customer* send to the *customer* free of charge a copy of its tariffs.

4.1.3 Variations

4.1.3.1 A *supplier* shall give notice of any variation to its tariffs in the Government Gazette, newspaper public notices, a notice to each *customer* or as agreed with the *Authority*.

4.1.3.2 In addition to notice under clause 4.1.3.1, a *supplier* shall give notice to each of its *customers* affected by a variation in its tariffs as soon as practicable after the variation is gazetted or published and, in any event, no later than the next bill in a *customer's billing cycle*.

4.1.4 Alternative tariffs or tariff options

4.1.4.1 Where a *supplier* offers alternative tariffs or tariff options, a *supplier* shall allow a *customer* to transfer from one tariff to another where the *customer* complies with the procedures in this clause 4.1.4 and meets the conditions of the alternative tariffs.

4.1.4.2 A *customer* wishing to transfer from one tariff to another shall make an application to the *supplier*. The *supplier* shall process the application and advise the *customer* within 5 *business days*.

4.1.4.3 Where a *customer's* transfer from one tariff to another involves installation of new metering equipment, the *supplier* shall make an offer to *supply* at the new tariff within 20 *business days* of the *supplier's* approval of the *customer's* application or receipt of all information it reasonably requires to make the offer.

- 4.1.4.4 Where a *customer* transfers from one tariff to another, the effective date of the transfer will be
- (a) the date of the previous *meter reading* or estimate at the old tariff; or
 - (b) where the transfer requires a change to the *meter* at the *customer's supply address*, the date the *meter* change is completed.
- 4.1.4.5 Where a *customer* transfers from one tariff to another, the *supplier* may require the *customer* to remain on the new tariff for the minimum period specified in the conditions of the new tariff, unless otherwise agreed with the *supplier*.
- 4.1.4.6 Where a *supplier's* tariff is conditional upon the nature of the *customer's* use at the *supply address* and there is a change in the *customer's* use at the *supply address*, the *supplier* is entitled to be informed of that change and the *supplier* in any agreement with a *customer* may require the *customer* to inform the *supplier* accordingly.
- 4.1.4.7 Where a *customer* informs a *supplier* of a change in use of the *customer's supply address* within a reasonable period of such change, the *supplier* may require the *customer* to transfer to a tariff applicable to the *customer's* use at the *supply address*.
- 4.1.4.8 If a *customer* fails to give reasonable notice of a change in the use of gas at the *supply address*, the *supplier* may transfer the *customer* to the appropriate tariff retrospectively to the date on which the change occurred, up to a maximum period of 12 months from the date on which the *supplier* became aware of the change of use, and may charge the *customer* for any amount undercharged in respect of that appropriate tariff in the next bill issued to the *customer*.

4.2 BILLS

4.2.1 When bills are issued

A *supplier* shall issue a bill at least every three months to a *customer* except where the *customer*:

- (a) has agreed to a longer billing period; or
- (b) has a prepayment *meter* installed at the *customer's supply address*.

4.2.2 How bills are issued

A *supplier* shall issue a bill to:

- (a) the *customer* at the address nominated by the *customer*; or

- (b) where the *customer* has made a written request of the *supplier* to do so, the *customer's* agent at the address specified in the request; or
- (c) a person authorised to act on behalf of the *customer* at the address specified by the person.

4.2.3 Contents of a bill

4.2.3.1 The *supplier* shall separately itemise the following charges on any bill issued by it:

- (a) any service to property charge; and
- (b) any natural gas usage charge; and
- (c) any other charge in connection with the *supply* of natural gas, such as a reconnection fee or a charge for services provided, either at the request of the *customer* or due to the failure of a *customer* to perform an obligation under this code.

4.2.3.2 Where a *supplier* provides goods or services additional to those referred to in clause 4.2.3.1, the *supplier* may bill those goods or services separately. Where a *supplier* chooses not to bill separately, unless the *customer* and *supplier* have agreed to different terms and conditions, the *supplier* shall:

- (a) include the charges for such goods and services as separate items in its bills; and
- (b) apply payments received from a *customer* as directed by the *customer*; and
- (c) where a *customer* does not direct how the payment is to be allocated, the *supplier* shall apply the payment to the items referred to in clause 4.2.3.1 before applying any portion of it to the additional goods or services.

4.2.3.3 A *supplier* shall include the following particulars on each bill in a *customer's billing cycle* and may include any additional particulars on a bill:

- (a) the dates of the previous and current *meter readings* or estimates;
- (b) the previous and the current *meter readings* or estimates;
- (c) consumption, or estimated consumption;
- (d) the relevant tariff or tariffs;
- (e) the *meter* or property number;
- (f) the amount due;
- (g) the pay-by date;
- (h) a summary of the payment methods and instalment payment options set out in Section 4.3;

- (i) the telephone number for billing and payment enquiries;
- (j) a 24 hour contact telephone number for faults and emergencies;
- (k) the *supply address* and any relevant mailing address;
- (l) the *customer's* name and account number;
- (m) the amount of arrears or credit;
- (n) the amount of any other charge and details of the service provided;
- (o) on *residential customer's* bills only, a reference to any *supplier's* concessions available to that *customer* during the relevant period and any Government concessions that may be available;
- (p) the availability, upon payment of a charge, of an *Authority* approved *meter* accuracy test and the refund of the testing charge if the *meter* is found to favour the *supplier* by more than allowable in the relevant *distribution standards*; and
- (q) the availability of interpreter services
- (r) a telephone number to contact if the *customer* is experiencing financial difficulties.

4.2.3.4 Where a *customer* requests and the data is available, a *supplier* shall provide to the *customer* free of charge the *customer's* historical billing data for the previous two years. Where the *customer* requests historical billing data beyond the previous two years, the *supplier* may impose a reasonable charge for providing the data to recover the direct costs of providing the information.

4.2.4 The basis of a bill

4.2.4.1 Except where the *customer's supply address* is subject to an unmetered tariff or a prepayment *meter* is installed at the *customer's supply address* and subject to the ability to use a *customer reading* under clause 4.2.4.2 and the inability to read under clause 4.2.4.3, a *supplier* shall:

- (a) base a *customer's* bill on a *reading* of the meter at the *customer's supply address*; and
- (b) read the *meter* at the *customer's supply address* as frequently as is required to meet its obligation under this Section and, in any event, at least once in any 12 months.

4.2.4.2 To comply with the requirement of clause 4.2.4.1 to read the *meter* at the *customer's supply address* at least once in every 12 months, the *supplier* may, at its discretion, accept a *customer's reading* as its own *reading*. The *supplier* shall not make any adjustment to the bill for the *billing cycle* based upon this *customer reading* where the *supplier* subsequently reads the *meter* and finds an error in the *customer's* favour.

4.2.4.3 Where a **supplier** is unable to base a bill on a **reading** of the **meter** at a **customer's supply address** because:

- (a) access is denied as a result of action by the **customer**, a third party, weather conditions, an industrial dispute or other reasons beyond the **supplier's** control;
- (b) the **customer** is vacating the **supply address** and requires a final account immediately;
- (c) access is denied for safety reasons;
- (d) the **meter** or ancillary equipment has recorded usage incorrectly; or
- (e) the **meter** has been tampered with or bypassed,

the **supplier** may provide the **customer** with an estimated bill based on:

- (i) the customer's reading of the meter; or
- (ii) the **customer's** prior billing history; or
- (iii) where the **customer** does not have a prior billing history, the average usage of natural gas at the relevant tariff; or the average usage for the type of **natural gas installation** or the average usage at the **supply address**.

4.2.4.4 Where, because of circumstances referred to in clause 4.2.4.3 (a)-(c), a **supplier** has provided a **customer** with an estimated bill, and the **supplier** is subsequently able to read the **meter**, the **supplier** shall adjust the estimated bill in accordance with the **meter reading** unless the estimated bill was used to finalise the **customer's** account.

4.2.4.5 Where a **customer** has denied access to a **supplier** for the purposes of **reading a meter** at the **customer's supply address** and subsequently requests the **supplier** to replace an estimated bill with a bill based on a **reading** of the **meter**, provided the **customer** allows access to the **meter**, the **supplier** shall comply with the request and may impose a reasonable charge for doing so.

4.2.5 Undercharging

4.2.5.1 Where a **supplier** has undercharged a **customer** as a result of the **supplier's** error including where a **meter** is found to be defective, it may recover from the **customer** the amount undercharged.

4.2.5.2 A **meter** is defective if an **Authority** approved **meter** accuracy test finds that the **meter** is failing to register or favours the **customer** by more than allowable in the relevant **metering standards**.

4.2.5.3 Where a **supplier** proposes to exercise its right to recover an amount undercharged as a result of its error, the **supplier** shall:

- (a) limit the amount to be recovered from *residential customers* to the amount undercharged in the 12 months prior to the *customer's* last bill;
- (b) list the amount to be recovered as a separate item in a special bill or in the next bill in the *customer's billing cycle* together with an explanation of the amount;
- (c) not charge the *customer* interest on the amount; and
- (d) if the *customer* requests it, allow the *customer* time to pay the amount undercharged in agreed instalments, up to a period equal to the period in which the undercharging occurred up to a maximum of 12 months.

4.2.5.4 Where a *supplier* has undercharged a *customer* as a result of fraud, or use of natural gas otherwise than in accordance with this Code, the *supplier* may take action in accordance with clause 3.1.5 of this Code.

4.2.6 Overcharging

4.2.6.1 Where a *customer* has been overcharged as a result of the *supplier's* error including where a *meter* tested in accordance with clause 3.6 is found to be defective, the *supplier* shall:

- (a) inform the *customer* of the overcharging within 10 *business days* of the *supplier* becoming aware of the error;
- (b) refund any charge to the *customer* for testing a *meter* found to be defective; and
- (c) seek from the *customer* instructions on whether the amount of overcharge and any refund is to be paid to
 - (i) the credit of the *customer's* account;
 - (ii) the *customer*, or
 - (iii) on the *customer's* written instructions, to another person

and pay the amount in accordance with the *customer's* instructions.

4.2.6.2 A *meter* is defective if a test for accuracy approved by the *Authority* finds that the *meter* favours the *supplier* by more than allowable in the relevant *metering standards*.

4.2.6.3 Where the overcharging is a result of a defective *meter*, the period for which the *meter* has been defective will be determined by the *supplier* but will not be greater than 12 months.

4.2.6.4 No interest shall accrue to a credit or refund referred to in clause 4.2.6.1.

4.2.7 Shortened billing cycle

4.2.7.1 A *supplier* may offer a shortened *billing cycle* to:

- (a) *customers* who are experiencing difficulties in paying bills by the pay-by dates; and
- (b) to *customers* generally

and may charge a fee for the shortened *billing cycle* where the periodical payment made by the *customer* is less than the agreed amount.

4.2.7.2 Where a *customer* moves to a shortened *billing cycle* or from a shortened *billing cycle* to a standard *billing cycle*, the *supplier* must recalculate the amount of any *refundable advance* in accordance with clause 4.4.

4.2.8 Period outside usual billing cycle

Where a *customer's* bill covers a period other than the *customer's* usual *billing cycle*, the *supplier* shall adjust any service to property charge and any natural gas usage calculation on a pro-rata basis.

4.2.9 Tariff changes during billing period

Where a *customer's* tariff is changed or a *customer's* tariff rate changes during a billing period, the *supplier* shall calculate the *customer's* bill on the basis of pro-rata application of each tariff to its respective period.

4.2.10 Calculation of Consumption

- (a) A *supplier* may calculate energy consumption by the measurement of volume (cubic metres) and applying the heating value to represent the bill in energy units (e.g. megajoules, kilowatt hours).
- (b) A *supplier* may calculate consumption through the measurement of gas from a master meter and utilise other measurement devices to calculate bills for individual usage of a product.

4.3. PAYMENTS

4.3.1 When payment is due

4.3.1.1 The *supplier* in any agreement with a *customer* may require the *customer* to pay a bill by the pay-by date specified in the bill.

4.3.1.2 Unless otherwise specified by the *supplier*, the date of dispatch shall be the date of the bill.

4.3.1.3 The pay-by date specified in the bill shall not be less than 14 days from the date of dispatch of the bill except where a lesser period is specified for a *customer* on a shortened *billing cycle* in accordance with clause 4.2.7 or as agreed between the *supplier* and the *business customer*.

4.3.2 Methods of making payment

4.3.2.1 A *supplier* shall offer the following payment methods and may offer additional methods:

- (a) in person at a network of agencies or payment outlets;
- (b) by mail.

4.3.2.2 Where a *customer* is to be absent for a long period (eg - on a holiday or due to an illness) and is unable to arrange payment by one of the above methods, the *supplier* shall also offer:

- (a) payment in advance facilities; and
- (b) redirection of the *customer's* bill as requested by the *customer*.

4.3.3 Information on concessions, rebates or grants

4.3.3.1 A *supplier* shall, on request by a *residential customer*, provide free of charge, information on any concessions, rebates or grants and the eligibility requirements for such concessions, rebates or grants.

4.3.4 Payment by instalments

4.3.4.1 A *supplier* shall offer the following payment options to a *residential customer*:

- (a) an instalment plan under which a *customer* may make payments in advance towards the next bill in the *customer's billing cycle*; and
- (b) an instalment plan under which the *customer* may pay arrears (including any disconnection or reconnection charges) and continuing usage.

A *supplier* may offer these instalment plans or other payment options to *business customers* or to *customers* generally.

4.3.4.3 A *supplier* may offer a *customer* the option of paying by instalments if the *customer* is in arrears or as an alternative to the *customer* paying a *refundable advance*.

4.3.4.4 A *supplier* is not required to offer a *customer* an instalment plan if the *customer* has, in the previous 12 months, had an instalment plan cancelled due to non-payment. In such a case, the *supplier* is required to offer another instalment plan only if the *customer*

provides *reasonable assurance* to the *supplier* that the *customer* will comply with the plan.

4.3.4.5 A *supplier* offering an instalment plan shall, where relevant to the type of instalment plan and in consultation with the *customer*:

- (a) determine the period of the plan and calculating the amount of the instalments, take into account information from the *customer* about the *customer's* usage needs and capacity to pay including the capacity to pay any outstanding balance at the end of the instalment plan;
- (b) specify the period of the plan;
- (c) specify the number of instalments;
- (d) specify the amount of the instalments which will pay the *customer's* arrears (if any) and estimated usage during the period of the plan;
- (e) state how the amount of the instalments is calculated;
- (f) state that due to seasonal fluctuations in the *customer's* usage, paying by instalments may result in the *customer* being in credit or debit during the period of the plan;
- (g) monitor the *customer's* usage while on the plan;
- (h) have in place fair and reasonable procedures to address payment difficulties a *customer* may face while on the plan;
- (i) make provision for re-calculation of the amount of the instalment where the difference between the *customer's* estimated usage and actual usage may result in the *customer* being significantly in credit or debit at the end of the period of the plan; and
- (j) provide the *customer* with options for balancing the plan towards the end of its period, for example, a refund of credits accrued or a one off extra payment to redress any shortfall.

4.3.5 Payment difficulties

4.3.5.1 Where a *residential customer* indicates to a *supplier* that the *customer* is experiencing difficulties in paying a bill or requires payment assistance, the *supplier* shall offer the following options:

- (a) instalment plan options;
- (b) the right to have a bill redirected to a third person;
- (c) information about, and referral to, Government assistance programs; and
- (d) information on independent financial counselling services.

4.3.5.2 A *supplier* may offer additional payment options, advice, assistance or information to *customers* generally.

4.3.6 Prepayment meters

4.3.6.1 A **supplier** may offer to install a prepayment **meter** at the **customer's supply address**.

4.3.6.2 A **supplier** offering a prepayment **meter** shall advise the **customer** of:

- (a) the basis of calculating the charges including the natural gas usage charge, the service to property charge (if any) and any other charges;
- (b) the form and content of any receipt or statement that will be issued by the **supplier** when payment is made by the **customer** or money collected from the prepayment **meter**; and
- (c) information sufficient to allow the **customer** to compare the cost of **supply** by this method and **supply** on alternative tariffs.

4.3.6.3 A **supplier** shall include the following particulars on any receipt or statement delivered to the **customer** with a prepayment **meter** when payment is made by the **customer** or money collected from the prepayment **meter**:

- (a) the amount collected from the prepayment **meter** or paid by the **customer**
- (b) the charges for the **supply** of gas
- (c) any other charges
- (d) the balance, if any, in favour of the **supplier** or **customer**
- (e) the availability, upon payment of a charge, of an **Authority** approved accuracy test for **meters** and the refund of the testing charge if the **meter** is found to favour the **supplier** by more than allowable in the relevant **metering standards**.

4.3.7 Direct debit

4.3.7.1 Where a *supplier* offers the option of payment directly from an account with a *bank* (whether or not by instalments), the *supplier* shall offer terms consistent with the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct, and shall agree with the *customer* the amount (which may include the full bill or an agreed instalment) and frequency of those payments (direct debits). The *supplier* may not alter the amount or frequency without the *customer's* agreement.

4.3.8 Review of a bill

4.3.8.1 A *supplier* shall review a *customer's* bill at the *customer's* request.

4.3.8.2 The *supplier* is not obliged to review the bill unless the *customer* agrees to pay:

- (a) that portion of the bill under review that the *customer* and the *supplier* agree is not in dispute; or
- (b) an amount equal to the average amount of the *customer's* bill in the previous year 12 months; or
- (c) an amount equal to the amount of the *customer's* bills in the corresponding period in the previous year 12 months; and
- (d) any future bills.

4.3.8.3 Where, after conducting a review of a bill and/or a check of *readings* and/or an examination of a *meter*, a *supplier* is satisfied that the bill is:

- (a) correct, a *customer* may request the *supplier* to conduct an *Authority* approved *meter* accuracy test in accordance with the *metering standards*. If the *meter* is found to comply with the *metering standards*, the *customer* shall pay all costs associated with the test and pay the amount of the bill;
- (b) incorrect, the *supplier* shall make a correction in accordance with clause 4.2.5 or 4.2.6.

4.3.9 Charges for dishonoured payments

Where a *customer* pays a *supplier's* bill by cheque, by a direct debit from an account with a *bank* or by credit card and the payment is dishonoured or reversed by the *customer's bank* resulting in the *supplier* incurring a *bank* fee, the *supplier* may recover the *bank* fee from the *customer*.

4.3.10 Vacating a supply address: Obligations on the Customer

4.3.10.1 The *supplier* in any agreement with a *customer* may require the *customer* to give the *supplier* at least 3 *business days* notice of the date on which the *customer* intends to vacate

the *customer's supply address* and a forwarding address to which a final bill may be sent.

4.3.10.2 Where a *customer* gives notice of vacating a *supply address*, the *supplier* may require the *customer* to remain responsible for paying for natural gas supplied to the *supply address* and otherwise remain responsible to the *supplier* in respect of the *supply* to the date notified under clause 4.3.10.1 unless the *customer* can demonstrate to the *supplier* that they were forced to vacate the *supply address* earlier (eg an eviction).

4.3.10.3 If a *customer* does not give notice in accordance with clause 4.3.10.1, the *supplier* may require the *customer* to remain responsible for paying for natural gas supplied to the *supply address* and otherwise remain responsible to the *supplier* in respect of the *supply* until 3 *business days* notice is given, or until a new *customer* commences to take *supply* at the *supply address*, whichever occurs first.

4.4 REFUNDABLE ADVANCES AND SECURITY

4.4.1 Refundable advances

4.4.1.1 Subject to this clause a *supplier* may require a *customer* to provide a *refundable advance* before connection to *supply* or continuation of *supply*.

4.4.1.2 The amount of a *refundable advance* shall be:

- (a) the published *refundable advance* uniformly required from every *customer* on a particular tariff; or
- (b) where no published *refundable advance* exists:
 - (i) for a *customer* who is on a quarterly or bi-monthly *billing cycle*, no greater than 1.5 times the average quarterly or bi-monthly bill for that class of *customer*; or
 - (ii) for a *customer* who is on a monthly *billing cycle*, no greater than 2.5 times the average monthly bill, the amount to be calculated with reference to the consumption of similar *customers* or business types.

4.4.2 Residential customers

4.4.2.1 A *supplier* shall not require a *residential customer* to provide a *refundable advance* before connection to *supply* unless:

- (a) the *customer*:
 - (i) is on a tariff that requires a published *refundable advance* from every *customer* on that particular tariff; or
 - (ii) has left a previous *supply address* without settling an outstanding natural gas usage debt, the debt remains outstanding and the *customer* refuses to make an arrangement to pay it; or

- (iii) is a new *customer* and has refused to produce *acceptable identification*; or

- (iv) has been found within the previous 2 years to have a *supply* of natural gas at either the *customer's* current or any previous *supply address* otherwise than in accordance with this Code, or in breach of any *regulatory requirement*;

or

- (b) the *customer* is:

- (i) a new *customer* who does not have a satisfactory established natural gas account payment record in the same name at another *supply address*; or
- (ii) a new *customer* and does not have an acceptable credit reference;
and has refused, or failed to agree to, an instalment plan or other payment option offered by the *supplier* in accordance with clauses 4.3.4 and 4.3.5.

4.4.2.2 A *supplier* shall not require an existing *residential customer* to provide a *refundable advance* before continuing *supply* unless:

- (a) the *customer* has been found within the previous 2 years to have a *supply* of natural gas at either the *customer's* current or any previous *supply address* otherwise than in accordance with this Code, or in breach of any *regulatory requirement*;

or

- (b) the *customer* does not have a satisfactory natural gas account payment history; and has refused, or failed to agree to, an instalment plan or other payment option offered by the *supplier* in accordance with clauses 4.3.4 and 4.3.5.

4.4.3 Business customers

4.4.3.1 A *supplier* shall not require a *business customer* to provide a *refundable advance* before connection to *supply* or continuation of *supply* unless:

- (a) a published *refundable advance* is required from every *business customer* on a particular tariff; or
- (b) the *business customer* is a new business which does not have a satisfactory established natural gas account payment record in the same name at another *supply address*; or
- (c) the business does not have a satisfactory credit rating; or
- (d) the business does not have a satisfactory natural gas account payment history; or
- (e) the *customer* has left a previous *supply address* without settling an outstanding natural gas usage debt, the debt remains outstanding and the *customer* refuses to make an arrangement to pay it; or

- (f) the *customer* is a new *customer* and has refused to produce *acceptable identification*.

4.4.3.2 A *supplier* may increase a *business customer's* existing *refundable advance*, in accordance with clause 4.4.1.2, where it is insufficient to secure the *customer's* current natural gas usage.

4.4.3.3 A *supplier* may accept a *bank* guarantee as an alternative to any *refundable advance* it has required a *business customer* to pay.

4.4.4 Interest on refundable advances

4.4.4.1 Where required by *regulatory requirements* or the *Authority*, the *supplier* shall pay to the *customer* interest on the *refundable advance* at a rate and on terms and conditions as approved by the *Authority*.

4.4.4.2 A *supplier* may pay the *customer* interest on the *refundable advance* additional to that required in accordance with clause 4.4.4.1.

4.4.5 Return of refundable advances

4.4.5.1 Where a *customer* has been required by a *supplier* to pay a *refundable advance* and the *supplier* does not require a *refundable advance* from all *customers* on the same tariff, the *supplier* shall, within 10 *business days* of a *customer* completing two year's of payment of the *customer's billing cycle* by the pay-by dates on the initial bills, inform the *customer* of the amount of the *refundable advance* and any interest payable in accordance with clause 4.4.4, and credit the *customer's* account, unless otherwise instructed by the *customer*.

4.4.5.2 Where a *customer* has:

- (a) been required by a *supplier* to pay a *refundable advance*; and
- (b) requested that a *supplier* cease supplying the *customer's supply address*,

the *supplier* shall, within 10 *business days* of the *customer* ceasing to take *supply*, inform the *customer* of the amount (if any) of the *refundable advance* and accrued interest (if any) on the *refundable advance* that is available for disbursement after payment of any outstanding amount due to the *supplier*, and credit the *customer's* account at another *supply address* within the *supplier's* area unless otherwise instructed by the *customer*.

4.4.5.3 Where a *supplier* has accepted a *bank* guarantee from a *business customer* in lieu of a *refundable advance* and the *supplier* does not require a *refundable advance* from all *business customers* on a particular tariff, the *supplier* shall,

within 10 *business days* of the *customer* completing two year's payment of the *customer's billing cycle* by the pay-by dates on the initial bills, inform the *customer* that the *bank* guarantee is no longer required and return the guarantee to the *customer*.

4.4.6 Use of a refundable advance

4.4.6.1 A *supplier* may use a *customer's refundable advance* and interest (if any) which has accrued to it to offset any amount owed by a *customer* to the *supplier*:

- (a) if the *customer* fails to pay a bill resulting in disconnection of the *supply address*;
- (b) if the *customer* defaults on a final bill;
- (c) if the *customer* defaults on a bill and comes to an agreement with the *supplier* regarding the *refundable advance* to avoid possible disconnection; or
- (d) at the request of a *customer* who is vacating the *supply address* or requesting disconnection of *supply* to the *supply address*.

4.4.6.2 Where a *supplier* uses a *refundable advance* in accordance with clause 4.4.6.1, the *supplier* shall provide to the *customer* an account of its use of the *refundable advance* and pay the balance (if any) of the *refundable advance* to the *customer* within 10 *business days*.

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SECTION 5

SUPPLY DISCONNECTION AND RECONNECTION

5.1 SUPPLY DISCONNECTION

5.1.1 Disconnection for unpaid bills

5.1.1.1 Subject to this Section a *supplier* may disconnect *supply* to a *customer's supply address*, or may notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address*, if a *customer* has not:

- (a) paid; or
- (b) agreed to an offer of an instalment plan or other payment option to pay; or
- (c) adhered to the *customer's* obligations to make payments in accordance with an agreed payment plan relating to,

the service to property charge, natural gas usage charge or other charge of the kind allowable under this Code (other than a charge in respect of the sale or installation of appliances) incurred at the current or any previous *supply address*.

Where a *supplier* notifies the *distributor* that it no longer supplies gas to a *customer* at a *supply address* in accordance with this clause, the *distributor* may disconnect the *supply address* without further notice to the *supplier's customer*.

5.1.1.2 Where a *residential customer*, because of a lack of sufficient income or other means on the part of that *customer*, is unable to pay a *supplier's* service to property charge or natural gas usage charge or other charge of the kind allowable under this Code, the *supplier* shall not disconnect the *supply* to the *customer's supply address* or notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address* until:

- (a) the *supplier* has:
 - (i) offered the *customer* alternative payment options of the kind referred to in this Code;
 - (ii) given the *customer* information on government funded concessions as outlined in this Code;
 - (iii) used its best endeavours to contact the *customer* personally, or by lettergram, facsimile or mail, or by telephone; and
 - (iv) given the *customer*, by way of a written disconnection warning, 5 *business days* notice of its intention to disconnect or cease supplying gas to the *customer* (the 5 days shall be counted from the *date of receipt* of the disconnection warning),

and

- (a) given to the *customer* an opportunity to offer reasonable alternative access arrangements;
- (b) on each of the occasions it was denied access, given to the *customer* written notice requesting access to the *meter* at the *supply address*;
- (c) used its best endeavours to contact the *customer* personally, or by lettergram, facsimile or mail, or by telephone; and
- (d) given the *customer*, by way of a written disconnection warning, 5 *business days* notice of its intention to disconnect the *customer* (the 5 days shall be counted from the *date of receipt* of the disconnection warning).

5.1.3 Disconnection for emergencies — suppliers or distributors

5.1.3.1 Notwithstanding any other clause in this Section, a *supplier* or *distributor* may disconnect or interrupt *supply* to a *customer's supply address* in the case of an *emergency*.

5.1.3.2 Where a *supplier* or *distributor* exercises its disconnection right under clause 5.1.3.1, either the *supplier* or *distributor* (but not both) shall:

- (a) provide, by way of its 24 hour *emergency* line, 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 reconnect or secure reconnection at the *customer's supply address* as soon as possible.

5.1.4 Disconnection for health and safety reasons — suppliers or distributors

5.1.4.1 Notwithstanding any other clause in this section, a *supplier* or *distributor* may disconnect or interrupt *supply* to a *customer's supply address* for reasons of health or safety.

5.1.4.2 Except in the case of an *emergency*, or where there is a need to reduce the risk of fire or where relevant *regulatory requirements* require it, a *supplier* or *distributor* shall not disconnect a *customer's supply address* for a health or safety reason unless the *supplier* or *distributor* has:

- (a) given the *customer* written notice of the reason;
- (b) where the *customer* is able to do so, allowed the *customer* 5 *business days* to remove the reason (the 5 days shall be counted from the *date of receipt* of the notice); and
- (c) at the expiration of those 5 *business days* given the *customer*, by way of a written disconnection warning, another 5 *business days'* notice of its intention to disconnect the *customer* (the 5 days shall be counted from the *date of*

- (b) the *customer* has:
 - (i) refused or failed to accept the offer within the time specified by the *supplier*; or
 - (ii) accepted the offer, but has refused or failed to take any reasonable action towards settling the debt within the time specified by the *supplier*.

5.1.1.3 A *supplier* shall not disconnect the *supply* to a *business customer's supply address* or notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address* unless

- (a) the *supplier* has:
 - (i) used its best endeavours to contact the *customer* personally, or by lettergram, facsimile or mail, or by telephone;
 - (ii) offered the *customer* an extension of time to pay beyond the original pay-by date on terms and conditions (which may include interest at a rate approved by the *Authority*); and
 - (iii) given the *customer*, by way of a written disconnection warning, 5 *business days* notice of its intention to disconnect or cease supplying gas to the *customer* (the 5 days shall be counted from the *date of receipt* of the disconnection warning);

and

- (b) the *customer* has:
 - (i) refused or failed to accept the offer within a time (not less than 5 *business days*) specified by the *supplier*; or
 - (ii) accepted the offer, but has refused or failed to take any reasonable action towards settling the debt within a time (not less than 5 *business days*) specified by the *supplier*.

5.1.2 Disconnection for denying access to the meter

5.1.2.1 Where a *customer* fails to provide access to the *supply address* as contemplated by this Code or a *supplier* is denied access to the *customer's supply address* for the purposes of *reading* the *meter* for the purposes of issuing 3 consecutive bills in the *customer's billing cycle*, the *supplier* may disconnect *supply* to the *customer's supply address* or may notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address*.

5.1.2.2 A *supplier* shall not exercise its right to disconnect or notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address*, unless the *supplier* has:

- (a) for non-payment of a bill where the amount outstanding is less than an average bill over the past 12 months and the *customer* has, in accordance with this Code, agreed with the *supplier* to repay the amount;
- (b) where the *customer* has made a complaint, directly related to the reason for the proposed disconnection, to an external dispute resolution body and the complaint remains unresolved;
- (c) where the *customer* has made an application for a government concession or grant and the application has not been decided;
- (d) where the *customer* has failed to pay an amount on a bill which does not relate to the service to property charge, the natural gas usage charge or other charge of the contemplated by this Code.
- (e) after 3 pm on a weekday; or
- (f) on a Friday, on a weekend, on a public holiday or on the day before a public holiday except in the case of a planned interruption.

5.1.9 Right of a Customer to request disconnection

A *supplier* shall use its best endeavours to disconnect *supply* to a *customer's supply address* and finalise the *customer's* accounts in accordance with the *customer's* request.

5.2 RECONNECTION AFTER DISCONNECTION

5.2.1 Supplier and Customer obligations

5.2.1.1 Where a *supplier* has exercised its right to disconnect *supply* to a *customer's supply address* or has notified the *distributor* that it no longer supplies gas to a *customer* at a *supply address*:

- (a) for non-payment of a bill and the *customer* has paid or agreed to accept an offer of an instalment plan, or other payment option;
- (b) because it was denied access to the *meter* and the *customer* provides access to the *meter*;
- (c) for a health or safety reason and the *customer* has removed the reason;
- (d) for obtaining *supply* otherwise than in accordance with this Code and the *customer* has ceased to so obtain *supply* and has paid, or made an arrangement to pay, for the *supply* so obtained; and
- (e) because the *customer* had refused to pay a *refundable advance* or provide a *bank* guarantee and has subsequently done so,

receipt of the notice) or in the case of a *supplier*, notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address* on the basis of health and safety reasons.

5.1.5 Disconnection for planned maintenance — suppliers or distributors

5.1.5.1 A *supplier* or *distributor* may disconnect or interrupt *supply* to a *customer's supply address* for the purposes of planned maintenance on, or augmentation to, the *distribution system*.

5.1.5.2 A *supplier* or *distributor* shall not exercise its right to disconnect for the purposes of planned maintenance on, or augmentation to, the *distribution system* unless the *supplier* or *distributor* has used its best endeavours to give the *customer* notice of its intention to disconnect. The notice period shall be at least 4 days or such other period as specified by *regulatory requirements*.

5.1.5.3 A *supplier* or *distributor* shall use its best endeavours to minimise interruptions to *supply* occasioned by planned maintenance or augmentation and restore *supply* as soon as practicable.

5.1.6 Disconnection for unauthorised utilisation — suppliers or distributors

Notwithstanding any other clause in this Section, a *supplier* or *distributor* may disconnect *supply* to a *customer's supply address* immediately where the *customer* has obtained the *supply* of natural gas at the *supply address* otherwise than in accordance with this Code or in breach of any *regulatory requirement*.

5.1.7 Disconnection for refusal to pay refundable advances

5.1.7.1 A *supplier* may disconnect *supply* to a *customer's supply address* or notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address*, where the *customer* refuses to pay a *refundable advance* or provide a *bank* guarantee which a *supplier* requires in accordance with this Code.

5.1.7.2 A *supplier* shall not exercise its right to disconnect or notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address*, for failure to pay a *refundable advance* or provide a *bank* guarantee unless the *supplier* has given the *customer* not less than 5 *business days* written notice of its intention to disconnect or give notice to the *distributor* (the days shall be counted from the *date of receipt* of the notice).

5.1.8 When a supplier shall not disconnect

5.1.8.1 A *supplier* shall not disconnect *supply* to a *customer's supply address* or notify the *distributor* that it no longer supplies gas to a *customer* at a *supply address*:

the *supplier* shall reconnect or cause the *distributor* to reconnect the *customer's supply*, subject to:

- (i) Section 3 of this Code;
- (ii) the *customer* making a request for reconnection; and
- (iii) paying the *supplier's* reasonable reconnection fee.

5.2.2 Time and response for reconnection

5.2.2.1 Where a *supplier* is under an obligation to reconnect a *customer* and the *customer* makes a request for reconnection before 3 pm on a *business day*, the *supplier* shall use its best endeavours to make the reconnection or cause the *distributor* to make the reconnection on the day of the request.

5.2.2.2 Where a *supplier* is under an obligation to reconnect a *customer* and the *customer* makes a request for reconnection after 3 pm on a *business day*, the *supplier* shall make the reconnection or cause the *distributor* to make the reconnection as soon as possible on the next *business day*.

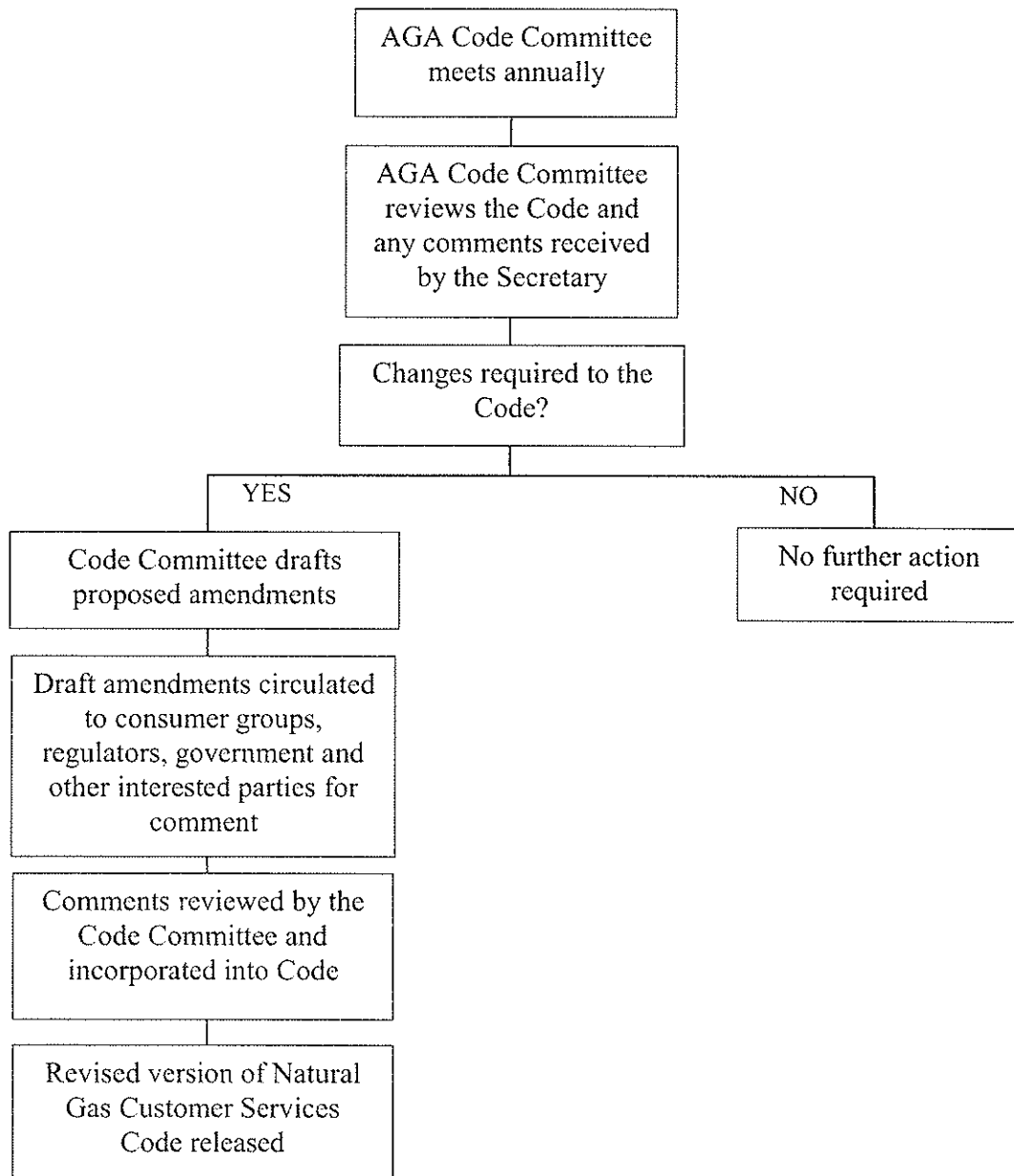
- 5.2.2.3 Where a *supplier* is under an obligation to reconnect a *customer* and the *customer* makes a request for reconnection after 3 pm on a *business day* and before the close of normal business and pays the *supplier's* after hours reconnection charge, the *supplier* shall make the reconnection or cause the *distributor* to make the reconnection on the day requested by the *customer*.
- 5.2.2.4 Where a *supplier* notifies a *distributor* of a request for reconnection within a reasonable time of the *supplier* receiving the request for reconnection from the *customer*, the *distributor* shall reconnect the *customer* in accordance with the time periods specified in this clause 5.2.2.

Appendix C

Code Amendment Procedures

The Code will be subject to annual review and will be kept up to date through the issue of amendments or new editions. Suggestions for amendments to the Code should be sent to:

The Secretary
AG 755 Code Committee
c/- The Australian Gas Association
PO Box 171
HIGHTT VIC 3190



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Telephone: 07 3393 0700
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Boral Energy Queensland
John Oxley Centre
339 Coronation Drive
Milton QLD 4064
GPO Box 484
Brisbane QLD 4001
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NEW SOUTH WALES

The Australian Gas Light Company
Cnr Pacific Highway and Walker Street
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PO Box 944
North Sydney NSW 2059
Telephone: 02 9922 0101
Facsimile: 02 9957 3671

AUSTRALIAN CAPITAL TERRITORY

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189 Gladstone Street
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Facsimile: 02 6280 6352

APPENDIX B

CONTACT ADDRESSES

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Queensland

Gas Act 1965 - 1990 and Regulations

Workplace Health and Safety Act 1995 and Regulations

New South Wales

Gas Supply Act 1996

Gas Supply (General) Regulation 1997

Gas Supply (Gas Meters) Regulation 1997

Gas Supply (Safety and Operating Plans) Regulation 1997

Gas Supply (Savings and Transitional) Regulation 1997

Gas Supply (Customer Protection) Regulation 1997

Third Party Access Code for Natural Gas Networks in NSW

APPENDIX A

ACTS, REGULATIONS, ORDERS IN COUNCIL AND RELATED OTHER RELEVANT CODES AND RULES

A customer and a supplier may also be bound by the relevant provisions in the following Acts, regulations, Orders in Council and related rules and codes :

South Australia

The Gas Act 1997

Regulations under the Gas Act 1997

Gas Retailers Licence

Gas Distributor's Licence

The Trade Practices Act 1974

The Fair Trading Act 1987

The Retail Shop Leases Act 1995

The Residential Tenancy Act 1995

Victoria

Gas Industry Act 1994

1. Orders in Council
 - 1.1 Gas Tariff Order
 - 1.2 Gas Third Party Access Code
 - 1.3 Market and System Operation Rules
2. Licences (issued by ORG)
 - 2.1 Gas Distributors
requires compliance with:
 - 2.1.1 Distribution System Code
 - 2.1.2 Relevant provisions of the Customer Service Code
 - 2.1.3 Gas Tariff Order
 - 2.2 Gas Retailers
requires compliance with
 - 2.2.1 Customer Service Code
 - 2.2.2 Gas Tariff Order

Western Australia

Energy Corporations (Powers) Act 1994

Gas Standards Act 1972

Gas Corporations Act 1994

Energy Coordination Act 1994

Gas Undertakings Act 1947