

**Alinta Sales Pty Ltd**  
**2008 Electricity Retail Licence**  
**Compliance Audit Report**  
**December 2008**

Mr Corey Dykstra  
Manager Regulatory Affairs  
Alinta Sales Pty Ltd  
Level 9, 12-14 The Esplanade  
Perth WA 6000

3 December 2008

Dear Corey

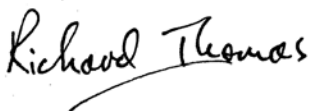
## **2008 Compliance Audit Report – Electricity Retail Licence**

We have completed the Electricity Retail Licence Compliance Audit for Alinta Sales Pty Ltd for the period 19 May 2006 to 31 May 2008 and are pleased to submit our report to you.

I confirm that this report is an accurate presentation of the findings and conclusions from our audit procedures.

If you have any questions or wish to discuss anything raised in the report, please contact Andrew Baldwin on 9365 7236 or myself on 9365 7024.

Yours sincerely



**Richard Thomas**  
Partner

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# 1 Executive summary

## 1.1 Introduction

The Economic Regulation Authority (**the Authority**) has granted Alinta Sales Pty Ltd (**Alinta**) an electricity retail licence (**the Licence**) pursuant to the provisions of the Electricity Industry Act 2004 (**the Act**). The licence relates to Alinta's retail sales of electricity to contestable customers.

Section 13 of the Act requires Alinta to provide the Authority with an audit (**the audit**) conducted by an independent expert acceptable to the Authority not less than once in every 24 month period.

## 1.2 Independent auditor's report

With the Authority's approval, Deloitte Touche Tohmatsu (**Deloitte**) was engaged to conduct a reasonable assurance audit of Alinta's compliance with the conditions of its Licence. The audit was conducted in accordance with the specific requirements of the Licence and the *Audit Guidelines: Electricity, Gas and Water Licences* issued by the Authority (**Audit Guidelines**).

This is the first such audit conducted in accordance with Alinta's Licence requirements.

### **Alinta's responsibility for compliance with the conditions of the Licence**

Alinta is responsible for:

- putting in place policies, procedures and controls, which are designed to ensure compliance with the conditions of the Licence
- implementing processes for assessing its compliance requirements and for reporting its level of compliance to the Authority.

### **Our responsibility**

Our responsibility is to express a conclusion on Alinta's compliance with the conditions of the Licence based on our procedures. We conducted our engagement in accordance with the Audit Guidelines and Australian Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Australian Auditing and Assurance Standards Board, in order to state whether, in our opinion, based on the procedures performed, the conditions of the Licence have been complied with. Our engagement provides reasonable assurance as defined in ASAE 3100. Our procedures were set out in the Audit Plan reviewed and agreed with by the Authority on 26 September 2008, and set out in Appendix A.

We cannot, in practice, examine every activity and procedure, nor can we be a substitute for management's responsibility to maintain adequate controls over all levels of operations and their responsibility to prevent and detect irregularities, including fraud. Accordingly, readers of our report should not rely on the report to identify all potential instances of non-compliance which may occur.

Any projection of the evaluation of the level of compliance to future periods is subject to the risk that the systems may become inadequate because of changes in conditions, or that the degree of compliance with management procedures may deteriorate.

### Limitations of use

This report is made solely to the management of Alinta in accordance with our engagement letter dated 26 May 2008, for the purpose of their reporting requirements under section 13 of the Act. We disclaim any assumption of responsibility for any reliance on this report to any person other than the management of Alinta, or for any purpose other than that for which it was prepared. We disclaim all liability to any other party for all costs, loss, damages, and liability that the other party might suffer or incur arising from or relating to or in any way connected with the contents of our report, the provision of our report to the other party, or the reliance on our report by the other party.

### Inherent limitations

Reasonable assurance means a high but not absolute level of assurance. Absolute assurance is very rarely attainable as a result of factors such as the following: the use of selective testing, the inherent limitations of internal control, the fact that much of the evidence available to us is persuasive rather than conclusive and the use of judgement in gathering and evaluating evidence and forming conclusions based on that evidence.

### Independence

In conducting our engagement, we have complied with the independence requirements of the Australian professional accounting bodies.

## 1.3 Conclusion

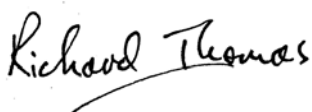
In our opinion, based on the procedures performed, except for the effect of any issues set out below, Alinta has in all material respects complied with the conditions of its Licence for the period 19 May 2006 to 31 May 2008.

### 1.3.1 Exceptions

The following compliance criteria were assessed as non-compliant (rating 2):

	Reporting manual no. & Licence condition	Issue
257	<b>Code of Conduct clause 10.10(2)</b> - A retailer and distributor must make electronic copies of the Code of Conduct available, at no charge, on their web sites.	To date, an electronic copy of the Code of Conduct has not been located on Alinta's web site.
260	<b>Code of Conduct clause 10.11(2)</b> - A retailer and, where appropriate a distributor, must include the telephone number for their special information services and for independent multi-lingual services, on the documents specified.	To date, Alinta has not included the telephone number for its special information services and independent multi-lingual services, on its notices such as disconnection warnings and reminder notices.

DELOITTE TOUCHE TOHMATSU



**Richard Thomas**

Partner

Perth, December 2008

## 1.4 Alinta's response to previous audit recommendations

As this is the first audit under this Licence, there are no previous audit recommendations to which Alinta can respond.

## 1.5 Findings

The following tables summarise the assessments made by the audit on Alinta's compliance with the obligations of the Licence. On a scale of 1 to 5, 5 is the highest rating possible (compliant with no recommendations for strengthening controls) with the rating scale moving down through lower levels of compliance.

**Table 1: Summary of findings, by audit priority<sup>1</sup> and compliance rating**

No. of Obligations	N/A <sup>2</sup>	Compliance Rating						
		Not rated <sup>3</sup>	1	2	3	4	5	Total
Priority 2	50				3	1	2	6
Priority 4		34		2	11	29	129	205
Priority 5		9			1		23	33
<b>Total</b>		<b>43</b>		<b>2</b>	<b>15</b>	<b>30</b>	<b>154</b>	<b>244</b>

Specific assessments for each licence obligation are summarised at **Table 3** in the "Summary of findings" section of this report.

Detailed findings, including relevant observations, recommendations and post audit implementation plans are located in the "Detailed findings, recommendations and post audit implementation plans" section of this report.

<sup>1</sup> Audit priority for each licence obligation was determined as an outcome of the risk assessment approach outlined in the Audit Plan at Appendix A

<sup>2</sup> Obligations assessed as not applicable to Alinta's operations are detailed in the Audit Plan at Appendix A

<sup>3</sup> Obligations for which there was no relevant activity during the period of audit. A compliance assessment could not be made

## 1.6 Recommendations and post audit implementation plans

Reporting manual no. & Licence condition ref.		Audit Priority	Compliance Rating	Issue 1
217	<b>Code of Conduct clause 7.7(1)</b> - A retailer must undertake the actions specified in circumstances where the customer provides the retailer with confirmation that a person residing at the customer's supply address requires life support equipment.	Priority 2	Compliant - 4	Alinta's Electricity Customer Charter and standard form contract provide little guidance on customers' obligations for providing confirmation that a person residing at the supply address requires life support equipment. Alinta's sales and customer relationship management procedures also do not guide staff in this regard.
	<b>Recommendation 1</b> (a) Additional procedures be implemented to enable sales staff to determine whether current and new customers' supply addresses are or should be registered as a life support equipment address. (b) The Alinta Electricity Customer Charter be updated to clarify customers' and Alinta's responsibilities in relation to records of life support equipment.			<b>Post Audit Implementation Plan 1</b> (a) Alinta will amend its procedures to require sales staff to determine whether current and new customers' supply addresses should be registered as a life support equipment address. (b) The Alinta Electricity Customer Charter will be updated to clarify customers' and Alinta's responsibilities in relation to records of life support equipment. <b>Responsible Person:</b> General Manager - Retail Sales and Manager Customer Services <b>Target Date:</b> 31 March 2009
Reporting manual no. & Licence condition ref.		Audit Priority	Compliance Rating	Issue 2
85	<b>Act section 17(1)</b> - A licensee must pay to the Authority the prescribed licence fee within one month after the day of grant or renewal of the licence and within one month after each anniversary of that day during the term of the licence.	Priority 5	Compliant - 3	Licence fees due by 20 June 2006 and 20 June 2007 were paid by Alinta, however payment was made outside of the one month period prescribed by the Act.
	<b>Recommendation 2</b> Alinta's Licence compliance procedures be strengthened to ensure payment of prescribed licence fees by 20 June each year.			<b>Post Audit Implementation Plan 2</b> Alinta will amend internal payment system controls to ensure that the prescribed licence fee is paid by 20 June each year. <b>Responsible Person:</b> WA Controller - Finance <b>Target Date:</b> 31 March 2009



	Reporting manual no. & Licence condition ref.	Audit Priority	Compliance Rating	Issue 3
97	<b>Retail Licence condition 6.1</b> - A licensee must ensure that an electricity marketing agent of the licensee complies with the applicable codes.	Priority 4	Compliant - 3	Alinta's training processes in relation to electricity marketing activities undertaken by staff members and third party marketers have not been formally developed and consistently applied. Alinta also has not formally monitored staff or third party marketer performance against the requirements of the Code of Conduct.
	<p><b>Recommendation 3</b></p> <p>Alinta's training, development and performance assessment programs be strengthened to better demonstrate the competency of staff and other marketing agents in discharging their responsibilities under the Code of Conduct.</p>			<p><b>Post Audit Implementation Plan 3</b></p> <p>Alinta will identify opportunities to strengthen its training and development programs, including providing an effective training structure for marketing agents, to better demonstrate the competency of staff and marketing agents in discharging their responsibilities under the Code of Conduct.</p> <p>The absence of breaches of the Code of Conduct suggests existing recruitment, training and development practices and programs provide a sound basis for ensuring staff and marketing agents comply with the applicable codes.</p> <p><b>Responsible Person:</b> General Manager - Retail Sales  <b>Target Date:</b> 31 March 2009</p>

	Reporting manual no. & Licence condition ref.	Audit Priority	Compliance Rating	Issue 4
122	<b>Code of Conduct clause 2.5(1)</b> – A marketing representative must not, when marketing, engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable.	Priority 4	Compliant - 4	At the time of audit, Alinta did not have an agreed set of values and expected behaviours in place to guide staff in relation to their electricity sales and marketing conduct. Also, formal and structured training, development and performance assessment programs had not been applied to Alinta's electricity sales and marketing activities.
	<p><b>Recommendation 4</b></p> <p>In addition to improvements to Alinta's training, development and performance assessment programs as detailed at Recommendation 3 above, Alinta's core values and expected behaviours be formalised and communicated to all members of staff.</p>			<p><b>Post Audit Implementation Plan 4</b></p> <p>Alinta will identify opportunities to strengthen its training and development programs, including providing an effective training structure for marketing agents, to better communicate its core values and expected behaviours when discharging responsibilities under the Code of Conduct.</p> <p>The absence of breaches of the Code of Conduct suggests existing recruitment, training and development practices and programs provide a sound basis for ensuring staff and marketing agents comply with the applicable codes.</p> <p><b>Responsible Person:</b> General Manager - Retail Sales  <b>Target Date:</b> 31 March 2009</p>

Note: The combined issues, recommendations and post audit implementation plans detailed for obligations 97 and 122 above also relate to the following obligations:

- 113, 123, 127, 128, 129, 130, 131, 132, 134, 135, 137, and 138 – each relevant from 8 January 2008
- 114, 115, 116 - each relevant to 7 January 2008.

Reporting manual no. & Licence condition ref.		Audit Priority	Compliance Rating	Issue 5
257	<i>Code of Conduct clause 10.10(2)</i> - A retailer and distributor must make electronic copies of the Code of Conduct available, at no charge, on their web sites.	Priority 4	Non-Compliant - 2	To date, an electronic copy of the Code of Conduct has not been located on Alinta's web site.
	<b>Recommendation 5</b> Provide a copy of the Code of Conduct on the Alinta website.	<b>Post Audit Implementation Plan 5</b> Alinta will provide a copy of the Code of Conduct on its website. <b>Responsible Person:</b> General Manager - Retail Sales <b>Target Date:</b> 31 December 2008		
Reporting manual no. & Licence condition ref.		Audit Priority	Compliance Rating	Issue 6
260	<i>Code of Conduct clause 10.11(2)</i> - A retailer and, where appropriate a distributor, must include the telephone number for their special information services and for independent multi-lingual services, on the documents specified.	Priority 4	Non-Compliant - 2	To date, Alinta has not included the telephone numbers for its special information services and independent multi-lingual services, on its notices such as disconnection warnings and reminder notices.
	<b>Recommendation 6</b> Establish instructions and templates which ensure notices and communications with customers include telephone numbers for Alinta's special information services and independent multi-lingual services.	<b>Post Audit Implementation Plan 6</b> Alinta will include telephone numbers for its special information services and independent multi-lingual services on the required notices. <b>Responsible Person:</b> Manager - Customer Service <b>Target Date:</b> 31 December 2008		

	Reporting manual no. & Licence condition ref.	Audit Priority	Compliance Rating	Issue 7
267	<b>Code of Conduct clause 12.1(1)</b> - A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	Priority 4	Compliant - 3	Energy Sales and Energy Billing staff are not fully aware of and have not been adequately trained in Alinta's complaint handling process for its electricity business. Also, Alinta's systems do not currently support the generation of a summary of the key details and status of each complaint.
	<b>Recommendation 7</b> A procedure for recognising, recording and handling customer complaints in accordance with the requirements of the Code of Conduct be effectively implemented through communication to all staff and where necessary, marketing agents.			<b>Post Audit Implementation Plan 7</b> In January 2008, Alinta developed a Customer Complaint Handling Process for its electricity business. The Customer Complaint Handling Process was updated in August 2008 for: <ul style="list-style-type: none"> <li>▪ ISO 1002 – 2006 Guiding principles replaced AS4269 Essential Elements</li> <li>▪ Updated methods of contact</li> <li>▪ Updated CSM involvement in process.</li> </ul> Alinta will identify opportunities to strengthen its communication to ensure staff are aware of the procedure for recognising, recording and handling customer complaints in accordance with the requirements of the Code. <p><b>Responsible Person:</b> General Manager - Retail Sales  <b>Target Date:</b> 31 March 2009</p>

Note: The issue, recommendation and post audit implementation plan detailed for obligation 267 also relate to obligations 268, 269, 271, 272, 275, 276 and 294.

## 1.7 Scope and objectives

The audit is designed to gain reasonable assurance regarding Alinta's compliance with the conditions of its Licence during the period 19 May 2006 to 31 May 2008.

The Authority has summarised the requirements of the applicable legislation that it expects to be reported and included in the scope of the audit in its Electricity Compliance Reporting Manual (**Reporting Manual**).

The Reporting Manual was revised in March 2008, primarily to accommodate a revision of the Code of Conduct (for the Supply of Electricity to Small Use Customers), effective from 8 January 2008. This revision resulted in:

- a number of new obligations (added to the revised Code of Conduct) effective from 8 January 2008
- a number of obligations (removed from the Code of Conduct) being effective to 7 January 2008 only
- many of the remaining Code of Conduct obligations being renumbered.

As the audit covered the period from 19 May 2006 to 31 May 2008 inclusive, it considered all obligations relating to both the existing and superseded versions of the Code of Conduct.

The Audit Plan set out at Appendix A lists those Licence conditions confirmed to be included in the scope of the audit, along with the risk assessments made for and audit priority assigned to each licence obligation.

### 1.7.1 Risk assessment revisions

As a result of the audit work performed, the risk assessment presented in the audit plan has been modified to reflect aspects of the:

- Code of Conduct and Metering Code, which were re-assessed to be not applicable to Alinta's operations and licence obligations
- Code of Conduct, which were re-assessed to be applicable to Alinta's operations and licence obligations. For each of these obligations:
  - a subsequent risk assessment was performed, the results of which are in Table 3
  - detailed findings are separately listed at section 3.1.

Each of these obligations is set out below:

#### Obligations re-assessed to be not applicable

Obligation, Code reference	Reason for clause assessed as not applicable
<b>Code of Conduct</b>	
189, clause 5.8(2)	Applies to residential customers only.
<b>Metering Code</b>	
309, clause 3.5(6)	Applies to network operator obligations only. Alinta is not a network operator
333, clause 3.18(1)	Applies to the Electricity Retail Corporation (Synergy Energy) only.

## Obligations re-assessed to be applicable

### Obligation, Code reference

#### Code of Conduct

##### *Audit Priority 4*

113, clause 2.1	114, clause 2.2
124, clause 2.5(3)	126, clause 2.5(5)
133, clause 2.6(7) & 2.6(8)	134, clause 2.7(1)
135, clause 2.7(2)	137, clause 2.7(4)
143, clause 4.2(2)	144, clause 4.2(3)
145, clause 4.2(4)	146, clause 4.2(5)
147, clause 4.2(6)	148, clause 4.3(1)
149, clause 4.3(2)	163, clause 4.12(1)
164, clause 4.13	

##### *Audit Priority 5*

136, clause 2.7(3)

#### Obligations relevant to 7 January 2008 only

##### *Audit Priority 4*

114, clause 2.2(1)	115, clause 2.2(3)
116, clause 2.2(4)	117, clause 2.3(1)
118, clause 2.3(3)	134, clause 2.8(7)
141, clause 2.9(6)	154, clause 2.11(6)
156, clause 2.12(2)	157, clause 2.12(3)
167, clause 2.14(5)	168, clause 2.14(6)
169, clause 2.14(7)	261, clause 10.1(1)

##### *Audit Priority 5*

166, clause 2.14(4)

## 1.8 Approach

Our approach for this audit involved the following activities, which were undertaken during the period July to November 2008:

- utilising the Audit Guidelines and Reporting Manual as a guide, development of a risk assessment, which involved discussions with key staff and document review to assess controls
- development of an Audit Plan (see **Appendix A**) and associated work program for approval by the Authority
- interviews with relevant site level Alinta staff to gain understanding of process controls (see **Appendix B** for staff involved)
- review of documents, processes and controls to assess the overall compliance and effectiveness of the powerhouse management in line with the licence obligations (see **Appendix B** for reference listing)
- reporting of findings to Alinta for review and response.

## 2 Summary of findings

Table 2 sets out the rating scale defined by the Authority in the Audit Guidelines for the assessment of the level of compliance with the conditions of the Licence. For the highest possible compliance rating to be achieved, Alinta was required to demonstrate it has maintained mature processes and controls, which facilitate compliance with relevant obligations.

**Table 2: Compliance rating scale**

Name	Rating	Description
Compliant	5	Compliant with no further action required to maintain compliance
Compliant	4	Compliant apart from minor or immaterial recommendations to improve the strength of internal controls to maintain compliance
Compliant	3	Compliant with major or material recommendations to improve the strength of internal controls to maintain compliance
Non-compliant	2	Does not meet minimum requirements
Significantly non-compliant	1	Significant weaknesses and/or serious action required

The remainder of this report provides:

- a summary of the findings for the compliance obligations (at **Table 3** below).
- detailed findings, including relevant observations, recommendations and post audit implementation plans (at **section 3**).

Note that other than as listed at section 1.7.1 above, the risk assessment that was presented in the audit plan remains unchanged as no issues or concerns were identified that would indicate a need to modify the nature and levels of testing. The risk assessment has been included in this summary to give context to the ratings that have been determined.

**Table 3: Compliance summary**

Refer to Detailed Findings at section 3 and Audit Plan at Appendix A for description of each obligation.

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating				
							1	2	3	4	5
<b>Section 8 Type 1 Reporting Obligations – Code of Conduct</b>											
216	7.6	Major	Unlikely	High	Medium	Priority 2					✓
217	7.7(1)	Major	Unlikely	High	Medium	Priority 2				✓	
<b>Section 9 Electricity Industry Customer Transfer Code – Licence Conditions &amp; Obligations</b>											
<b>Part 3 - Customer/connection information/data</b>											
6	3.2(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
7	3.4(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
8	3.5(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
9	3.6(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
16	3.9(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
17	3.9(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
18	3.9(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
19	3.9(4)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
<b>Part 4 - Transfer of contestable customers</b>											
23	4.2(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
24	4.3	Moderate	Unlikely	Medium	Medium	Priority 4					✓
25	4.4(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
26	4.4(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
27	4.5(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
28	4.6(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
29	4.7	Moderate	Unlikely	Medium	Medium	Priority 4					✓
30	4.8(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
34	4.9(6)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
39	4.11(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
40	4.12(3)	Minor	Possible	Low	Medium	Priority 5					✓
43	4.15	Minor	Possible	Low	Medium	Priority 5					✓
44	4.16	Moderate	Unlikely	Medium	Medium	Priority 4					✓
45	4.17	Moderate	Unlikely	Medium	Medium	Priority 4					✓

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating					
							1	2	3	4	5	
<b>Part 5 - Communication rules</b>												
48	5.1(4)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
<b>Part 6 - Notices</b>												
49	6.2	Moderate	Unlikely	Medium	Medium	Priority 4						✓
52	6.4(1)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
53	6.4(2)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
54	6.6	Moderate	Unlikely	Medium	Medium	Priority 4						✓
<b>Part 7 - Dispute resolution</b>												
55	7.1(1)	Minor	Unlikely	Low	Medium	Priority 5	Not rated					
56	7.1(2)	Minor	Unlikely	Low	Medium	Priority 5	Not rated					
57	7.1(3)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
58	7.2(4)	Minor	Unlikely	Low	Medium	Priority 5	Not rated					
59	7.3(2)	Minor	Unlikely	Low	Medium	Priority 5	Not rated					
<b>Annex 6 - Electronic Communications Protocol</b>												
68	A6.2(a)	Minor	Unlikely	Low	Medium	Priority 5						✓
69	A6.2(b)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
70	A6.6	Minor	Unlikely	Low	Medium	Priority 5						✓
71	A6.7	Minor	Unlikely	Low	Medium	Priority 5						✓
<b>Section 11 Electricity Industry (Licence Conditions) Regulations – Licence Conditions and Obligations</b>												
78	6	Assessed as not applicable										
79	7	Assessed as not applicable										
80	8(8)	Assessed as not applicable										
<b>Section 12 Electricity Industry Act – Licence Conditions and Obligations</b>												
81	13(1)	Minor	Unlikely	Low	Medium	Priority 5						✓
85	17(1)	Minor	Unlikely	Low	Medium	Priority 5			✓			
86	31(3)	Minor	Unlikely	Low	Medium	Priority 5						✓
87	41(6)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
88	54(1)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
89	54(2)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
93	76	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
94	101	Moderate	Unlikely	Medium	Medium	Priority 4						✓
96	115(2)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					



No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating				
							1	2	3	4	5
<b>Section 13 Electricity Licences – Licence Conditions and Obligations</b>											
97	6.1	Moderate	Unlikely	Medium	Medium	Priority 4			✓		
98	6.2	Moderate	Unlikely	Medium	Medium	Priority 4					✓
99	13.2	Minor	Unlikely	Low	Medium	Priority 5					✓
100	13.3	Minor	Probable	Low	Medium	Priority 5					✓
101	14.1	Moderate	Unlikely	Medium	Medium	Priority 4					✓
102	15.2	Moderate	Unlikely	Medium	Medium	Priority 4					✓
105	20.1	Moderate	Unlikely	Medium	Medium	Priority 4					✓
106	21.4	Moderate	Unlikely	Medium	Medium	Priority 4					✓
107	22.2	Moderate	Unlikely	Medium	Medium	Priority 4					✓
109	23.1	Moderate	Unlikely	Medium	Medium	Priority 4					✓
110	24.1	Moderate	Unlikely	Medium	Medium	Priority 4					✓
111	25.2	Moderate	Unlikely	Medium	Medium	Priority 4					✓
112	26.1	Moderate	Probable	Medium	Medium	Priority 4					✓
<b>Section 14 Code of Conduct – Licence Conditions and Obligations</b>											
113	2.1	Moderate	Probable	Medium	Medium	Priority 4			✓		
114	2.2	Moderate	Unlikely	Medium	Medium	Priority 4					✓
115	2.3(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
116	2.3(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
117	2.3(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
118	2.4(1)	Moderate	Probable	Medium	Medium	Priority 4					✓
119	2.4(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
120	2.4(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
121	2.4(4)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
122	2.5(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
123	2.5(2)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
124	2.5(3)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
125	2.5(4)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
126	2.5(5)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
127	2.6(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
128	2.6(2)	Moderate	Probable	Medium	Medium	Priority 4				✓	

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating				
							1	2	3	4	5
129	2.6(3)	Moderate	Probable	Medium	Medium	Priority 4				✓	
130	2.6(4)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
131	2.6(5)	Moderate	Probable	Medium	Medium	Priority 4				✓	
132	2.6(6)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
133	2.6(7) & 2.6(8)	Moderate	Probable	Medium	Medium	Priority 4					✓
134	2.7(1)	Moderate	Probable	Medium	Medium	Priority 4				✓	
135	2.7(2)	Moderate	Probable	Medium	Medium	Priority 4				✓	
136	2.7(3)	Minor	Unlikely	Low	Medium	Priority 5	Not rated				
137	2.7(4)	Moderate	Probable	Medium	Medium	Priority 4				✓	
138	2.7(5)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
139	2.8	Moderate	Unlikely	Medium	Medium	Priority 4					✓
140	3.1(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
141	3.1(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
142	4.1	Moderate	Unlikely	Medium	Medium	Priority 4					✓
143	4.2(2)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
144	4.2(3)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
145	4.2(4)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
146	4.2(5)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
147	4.2(6)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
148	4.3(1)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
149	4.3(2)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
150	4.4	Moderate	Probable	Medium	Medium	Priority 4					✓
151	4.5(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
152	4.5(3)	Moderate	Unlikely	Medium	Low	Priority 4					✓
153	4.6(1)	Moderate	Unlikely	Medium	Low	Priority 4					✓
154	4.6(2)	Moderate	Unlikely	Medium	Low	Priority 4					✓
155	4.7	Minor	Unlikely	Low	Low	Priority 5					✓
156	4.8(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
157	4.8(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
158	4.8(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating					
							1	2	3	4	5	
159	4.9	Moderate	Unlikely	Medium	Medium	Priority 4						✓
160	4.10	Minor	Unlikely	Low	Medium	Priority 5						✓
161	4.11(1)	Moderate	Probable	Medium	Medium	Priority 4						✓
162	4.11(2)	Moderate	Probable	Medium	Medium	Priority 4						✓
163	4.12(1)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
164	4.13	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
165	4.14(1)	Minor	Probable	Low	Medium	Priority 5						✓
166	4.14(2)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
167	4.15(1)	Minor	Unlikely	Low	Medium	Priority 5						✓
168	4.15(2)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
169	4.16	Moderate	Unlikely	Medium	Medium	Priority 4						✓
170	4.17(1)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
171	4.17(2)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
172	4.18(2)	Moderate	Probable	Medium	Medium	Priority 4						✓
173	4.19(2)	Minor	Unlikely	Low	Medium	Priority 5						✓
174	4.19(3)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
175	4.19(4)	Minor	Unlikely	Low	Medium	Priority 5						✓
176	5.1	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
177	5.2(1)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
178	5.2(2)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
179	5.3	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
180	5.4	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
181 to 184	5.5, 5.6(1) - 5.6(3)	Assessed as not applicable										
185	5.7(1)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
186	5.7(2)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
187	5.7(4)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated					
188	5.8(1)	Moderate	Unlikely	Medium	Medium	Priority 4						✓
189	5.8(2)	Assessed as not applicable										
190	5.8(3)	Moderate	Unlikely	Medium	Medium	Priority 4						✓

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating				
							1	2	3	4	5
191 to 209	6.1(1) to 6.1(3), 6.2(1) to 6.2(3), 6.3, 6.4(1), 6.4(2), 6.6(1), 6.6(2), 6.7, 6.8, 6.9(1), 6.9(2), 6.10(1) to 6.10(4)	Assessed as not applicable									
210	6.11	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
211	7.1	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
212	7.2	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
213	7.3	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
214	7.4	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
219	8.1(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
220	8.1(2)	Moderate	Probable	Medium	Medium	Priority 4				✓	
224 to 237	9.3(1), 9.3(2), 9.4, 9.5(1), 9.5(2), 9.6 – 9.8, 9.9(1) – 9.9(4), 9.9(6), 9.10	Assessed as not applicable									
238	10.1(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
239	10.1(2)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
240	10.1(3)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
241 to 244	10.2(1) - 10.2(4)	Assessed as not applicable									
245	10.3	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
246	10.4	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
247	10.5	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
255	10.9	Minor	Unlikely	Low	Medium	Priority 5				✓	
256	10.10(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
257	10.10(2)	Moderate	Unlikely	Medium	Medium	Priority 4	✓				
258	10.10(3)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
259	10.11(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
260	10.11(2)	Moderate	Unlikely	Medium	Medium	Priority 4	✓				
262	10.12(2)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
263	11.1(1)	Moderate	Probable	Medium	Medium	Priority 4				✓	
264	11.1(2)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
265	11.2(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating				
							1	2	3	4	5
266	11.2(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
267	12.1(1)	Moderate	Probable	Medium	Medium	Priority 4			✓		
268	12.1(2)	Moderate	Probable	Medium	Medium	Priority 4			✓		
269	12.1(3)	Moderate	Probable	Medium	Medium	Priority 4			✓		
270	12.2	Moderate	Probable	Medium	Medium	Priority 4	Not rated				
271	12.3	Moderate	Probable	Medium	Medium	Priority 4			✓		
272	12.4	Moderate	Probable	Medium	Medium	Priority 4			✓		
273	13.1	Moderate	Unlikely	Medium	Medium	Priority 4					✓
274	13.2	Moderate	Unlikely	Medium	Medium	Priority 4					✓
275	13.3(1)	Moderate	Likely	High	Medium	Priority 2			✓		
276	13.3(2)	Moderate	Likely	High	Medium	Priority 2			✓		
277	13.4	Moderate	Likely	High	Medium	Priority 2					✓
278	13.5	Assessed as not applicable									
279	13.6	Moderate	Probable	Medium	Medium	Priority 4					✓
280	13.7	Assessed as not applicable									
291	14.1(1)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
293	14.2	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
294	14.3(1)	Moderate	Likely	High	Medium	Priority 2			✓		
295	14.3(2)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
298	14.6(1)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
<b>Section 15 Electricity Industry Metering Code - Licence Conditions and Obligations</b>											
309	3.5(6)	Assessed as not applicable									
319	3.11(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
331	3.16(5)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
333	3.18(1)	Assessed as not applicable									
342	3.27	Moderate	Unlikely	Medium	Medium	Priority 4					✓
349	4.4(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
350	4.5(1)	Minor	Unlikely	Low	Medium	Priority 5					✓
351	4.5(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
363	5.4(2)	Minor	Unlikely	Low	Medium	Priority 5					✓
365	5.5(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating				
							1	2	3	4	5
376	5.16	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
377	5.17(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
378	5.18	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
379	5.19(1)	Minor	Unlikely	Low	Low	Priority 5					✓
380	5.19(2)	Minor	Unlikely	Low	Low	Priority 5					✓
381	5.19(3)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
382	5.19(4)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
384	5.19(6)	Minor	Unlikely	Low	Medium	Priority 5					✓
390	5.21(5)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
391	5.21(6)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
409	5.27	Moderate	Unlikely	Medium	Medium	Priority 4					✓
416	6.1(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
418	7.2(1)	Minor	Unlikely	Low	Low	Priority 5					✓
420	7.2(4)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
421	7.2(5)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
422	7.5	Moderate	Unlikely	Medium	Medium	Priority 4					✓
423	7.6(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
424	8.1(1)	Minor	Unlikely	Low	Medium	Priority 5	Not rated				
425	8.1(2)	Minor	Unlikely	Low	Medium	Priority 5	Not rated				
426	8.1(3)	Minor	Unlikely	Low	Medium	Priority 5	Not rated				
427	8.1(4)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
428	8.3(2)	Minor	Unlikely	Low	Medium	Priority 5	Not rated				
<b>Obligations relevant to 7 January 2008 (removed from current reporting manual – effective from 8 January 2008)</b>											
<b>Section 14 Code of Conduct – Licence Conditions and Obligations</b>											
114	2.2(1)	Moderate	Probable	Medium	Medium	Priority 4					✓
115	2.2(3)	Moderate	Probable	Medium	Medium	Priority 4					✓
116	2.2(4)	Moderate	Probable	Medium	Medium	Priority 4			✓		
117	2.3(1)	Moderate	Probable	Medium	Medium	Priority 4					✓
118	2.3(3)	Moderate	Probable	Medium	Medium	Priority 4	Not rated				
127	2.7(4)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating				
							1	2	3	4	5
131	2.8(4)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
133	2.8(6)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
134	2.8(7)	Moderate	Probable	Medium	Medium	Priority 4					✓
138	2.9(3)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
139	2.9(4)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
140	2.9(5)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
141	2.9(6)	Moderate	Probable	Medium	Medium	Priority 4					✓
143	2.10(2)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
144	2.10(3)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
149	2.11(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
150	2.11(2)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
151	2.11(3)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
152	2.11(4)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
153	2.11(5)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
154	2.11(6)	Moderate	Probable	Medium	Medium	Priority 4					✓
155	2.12(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
156	2.12(2)	Moderate	Probable	Medium	Medium	Priority 4					✓
157	2.12(3)	Moderate	Probable	Medium	Medium	Priority 4					✓
163	2.14(1)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
164	2.14(2)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
165	2.14(3)	Moderate	Unlikely	Medium	Medium	Priority 4				✓	
166	2.14(4)	Minor	Probable	Low	Medium	Priority 5					✓
167	2.14(5)	Moderate	Probable	Medium	Medium	Priority 4					✓
168	2.14(6)	Moderate	Probable	Medium	Medium	Priority 4					✓
169	2.14(7)	Moderate	Probable	Medium	Medium	Priority 4					✓
170	2.14(8)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
186	4.7(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
259	9.11(1)	Assessed as not applicable									
261	10.1(1)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
283	10.10(4)	Moderate	Unlikely	Medium	Medium	Priority 4	Not rated				
291	11.2(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓

No.	Obligation (clause/section)	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority	Compliance Rating				
							1	2	3	4	5
297	12.2(1)	Moderate	Unlikely	Medium	Medium	Priority 4			✓		
298	12.2(2)	Moderate	Unlikely	Medium	Medium	Priority 4					✓
301	12.5(1)	Moderate	Unlikely	Medium	Medium	Priority 4			✓		
302	12.5(2)	Moderate	Unlikely	Medium	Medium	Priority 4			✓		



# 3 Detailed findings, recommendations and post audit implementation plans

The following tables contain:

- **findings:** the auditor's understanding of the process and any issues that have been identified during the audit
- **recommendations:** recommendations for improvement or enhancement of the process or control
- **post audit implementation plans:** Alinta's formal response to audit recommendations, providing details of action to be implemented to address the specific issue raised by the audit.

Note that:

- obligations relevant to Electricity Retail Licences but assessed as not applicable to Alinta's operations are separately listed under section 3.2 *Obligations not applicable* below.
- detailed findings for those obligations, which were re-assessed to be applicable to Alinta's operations and licence obligations are separately listed at section 3.1

No.	Obligation under Condition	Compliance Rating	Findings
Section 8 Type 1 Reporting Obligations			
* obligations 216 and 217 are numbered in accordance with page 50 of the Reporting Manual (page 11 of the Reporting Manual shows incorrect numbering)			
216*	<b>Code of Conduct clause 7.6</b> - A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified.	Compliant - 5	<p>The circumstances specified by clause 7.6 in which disconnection is limited relate to the timing of disconnection and when the customer has an unresolved, related complaint.</p> <p>Alinta's standard contracts for the supply of electricity and its Electricity Customer Charter address each of those circumstances specified by the Code of Conduct.</p> <p>The one instance of disconnection arranged by Alinta during the period 19 May 2006 to 31 May 2008 related to a failure to pay. We confirmed that the disconnection was arranged in accordance with the requirements of the Code of Conduct. Alinta does not physically perform disconnections.</p>
217*	<b>Code of Conduct clause 7.7(1)</b> - A retailer must undertake the actions specified in circumstances where the customer provides the retailer with confirmation that a person residing at the customer's supply address requires life support equipment.	Compliant - 4	<p>Clause 7.7(1) requires Alinta, in circumstances where a customer provides appropriate confirmation that a person residing at the customer's supply address requires life support equipment, to:</p> <ul style="list-style-type: none"> <li>(a) register the customer's supply address as a life support equipment address;</li> <li>(b) give Western Power relevant information about the customer's supply address for the purpose of updating its records and registers; and</li> <li>(c) not arrange for disconnection of that customer's supply address for failure to pay a bill while the person continues to reside at that address and require the use of life support equipment.</li> </ul> <p>As Alinta has no record of customers providing such confirmation in relation to life support equipment, this obligation was not triggered during the period to 31 May 2008. Alinta understands that Western Power as the network operator maintains records of life support equipment addresses for Alinta's customers, which include hospitals, nursing homes and care centres. Alinta's Electricity Customer Charter and standard contracts provide little guidance on customers' obligations in this regard.</p> <p>Nothing has come to our attention that indicates non-compliance with this obligation, however Alinta can strengthen its procedures to ensure it recognises instances where a customer's supply address is or should be registered as a life support equipment address.</p>
	<p><b>Recommendation 1</b></p> <ul style="list-style-type: none"> <li>(a) Additional procedures be implemented to enable sales staff to determine whether current and new customers' supply addresses are or should be registered as a life support equipment address.</li> <li>(b) The Alinta Electricity Customer Charter be updated to clarify customers' and Alinta's responsibilities in relation to records of life support equipment.</li> </ul>	<p><b>Post Audit Implementation Plan 1</b></p> <ul style="list-style-type: none"> <li>(a) Alinta will amend its procedures to require sales staff to determine whether current and new customers' supply addresses should be registered as a life support equipment address.</li> <li>(b) The Alinta Electricity Customer Charter will be updated to clarify customers' and Alinta's responsibilities in relation to records of life support equipment.</li> </ul> <p><b>Responsible Person :</b> General Manager - Retail Sales and Manager Customer Service</p> <p><b>Target Date :</b> 31 March 2009</p>	

No.	Obligation under Condition	Compliance Rating	Findings
Section 9 Electricity Industry Customer Transformer Code – Licence Conditions and Obligations			
<b>Part 3 - Customer/connection information/data</b>			
6	<b>Customer Transfer Code clause 3.2(2)</b> - A retailer must submit a separate data request for each exit point unless otherwise agreed.	Compliant - 5	Alinta uses the Metering Service Centre web portal (maintained by Western Power) to submit separate data requests for each exit point, for which a unique identification (NMI) is assigned.
7	<b>Customer Transfer Code clause 3.4(1)</b> - A retailer, unless otherwise agreed, must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day.	Compliant - 5	Via walkthrough of the Metering Service Centre web portal and discussion with the Retail Services Officer – Energy Billing, we observed that Alinta submits data requests electronically through the web portal and that the web portal does not allow more than the prescribed 20 requests per day to be entered.
8	<b>Customer Transfer Code clause 3.5(3)</b> - A retailer must withdraw a request for historical consumption data if the contestable customer’s verifiable consent ceases to apply before the network operator provides the historical consumption data.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and walkthrough of Alinta’s customer transfer procedures, we observed that those procedures provide for Alinta to request historical consumption data only with the customer’s verifiable consent.
9	<b>Customer Transfer Code clause 3.6(2)</b> - A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a withdrawn request for historical consumption data.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and walkthrough of Alinta’s customer transfer procedures, we observed that those procedures require Alinta to pay the reasonable costs incurred by Western Power associated with a withdrawn request. Western Power applies a standard charge designed to recover those costs.
16	<b>Customer Transfer Code clause 3.9(1)</b> - A retailer may only use data relating to a contestable customer to provide a contestable customer with a quotation for the supply of electricity by the retailer to the contestable customer or to initiate a transfer in relation to the contestable customer.	Compliant - 5	Via walkthrough of Alinta’s customer transfer procedures, discussion with the Retail Services Officer – Energy Billing and review of examples of quotations to contestable customers, we observed that: <ul style="list-style-type: none"> <li>▪ controls are in place to require Alinta to ask for consent from the customer in order to review their information and provide a quote</li> <li>▪ once consent has been provided, Alinta is required to request the information from Western Power and use the customer’s previous average consumption to provide a quote.</li> </ul>
17	<b>Customer Transfer Code clause 3.9(2)</b> - A retailer must not aggregate a contestable customer’s historical consumption data with that of other contestable customers for the purposes of internal business development, if requested not to do so by the customer.	Compliant - 5	Via walkthrough of Alinta’s customer transfer procedures and discussion with the Brand Manager, Energy Sales and the General Manager – Retail Sales, we observed that Alinta’s internal business development activity is required not to use aggregated historical consumption data of contestable customers if requested not to do so by the customer.

No.	Obligation under Condition	Compliance Rating	Findings
18	<b>Customer Transfer Code clause 3.9(3)</b> - A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and walkthrough of Alinta's customer transfer procedures, we observed that those procedures require Alinta not to disclose customer information without their consent. We also note that Western Power is required to disclose contestable customer data only when consent has been received from the customer.
19	<b>Customer Transfer Code clause 3.9(4)</b> - A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	Compliant - 5	Alinta's customer transfer procedures provide for key records, including verifiable consent forms of contestable customers to be maintained for more than two years.
<b>Part 4 - Transfer of contestable customers</b>			
23	<b>Customer Transfer Code clause 4.2(2)</b> - A retailer must submit a separate customer transfer request for each exit point unless otherwise agreed.	Compliant - 5	Alinta uses the Metering Service Centre web portal to submit separate customer transfer requests for each exit point using the assigned NMI. All customer transfer requests are assigned a unique reference.
24	<b>Customer Transfer Code clause 4.3</b> - A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer which submitted the customer transfer request or to reverse an erroneous transfer.	Compliant - 5	The Metering Service Centre web portal requires the "transfer type" of customer transfer requests to be nominated as either a new customer transfer or as a reversal of an erroneous transfer.
25	<b>Customer Transfer Code clause 4.4(1)</b> - A retailer may only submit a customer transfer request if it has an access contract for the network, unless it is to reverse an erroneous transfer.	Compliant - 5	Via discussion with the Retail Services Officer – Energy billing and walkthrough of Alinta's customer transfer procedures, including a sample of customer transfer requests, we observed that existing procedures require Alinta to have the required network access contracts in place at the time of submitting customer transfer requests, except when an erroneous transfer is being corrected.
26	<b>Customer Transfer Code clause 4.4(2)</b> - A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	Compliant - 5	Via discussion with the Retail Services Officer – Energy billing and walkthrough of Alinta's customer transfer procedures, including a sample of customer transfer requests, we observed that existing procedures require Alinta to verify the validity of requests to reverse an erroneous transfer and to provide Western Power with evidence of the validity of the transfer request, including the identity of the previous retailer.
27	<b>Customer Transfer Code clause 4.5(1)</b> - A retailer, unless otherwise agreed, must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date.	Compliant - 5	Alinta uses the Metering Service Centre web portal to submit customer transfer requests electronically. The web portal does not allow more than the prescribed 20 requests per business day or nominated transfer date to be entered.

No.	Obligation under Condition	Compliance Rating	Findings
28	<b>Customer Transfer Code clause 4.6(3)</b> - A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures and discussion with the Retail Services Officer – Energy Billing, we observed that existing procedures require: <ul style="list-style-type: none"> <li>▪ Alinta to withdraw a customer transfer request involving contestable customers before the transfer date if the customer's verifiable consent ceases</li> <li>▪ contracts to be completed and signed before a customer transfer request can be acted upon.</li> </ul>
29	<b>Customer Transfer Code clause 4.7</b> - A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	Compliant - 5	Via discussion with the Retail Services Officer – Energy billing and walkthrough of Alinta's customer transfer procedures, including a sample of customer transfer requests, we observed that: <ul style="list-style-type: none"> <li>▪ existing procedures require Alinta to comply with the specified timelines for customer transfer requests</li> <li>▪ the web portal denies a customer transfer request if a date is entered into the portal is less than three business days (in the case of an exit point in the metropolitan area) following the customer transfer request.</li> </ul>
30	<b>Customer Transfer Code clause 4.8(2)</b> - A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures and discussion with the Retail Services Officer – Energy Billing, we observed that existing procedures require Alinta to pay the reasonable costs to Western Power for providing and/or installing a meter associated with a withdrawn customer transfer request. Western Power applies a standard charge designed to recover those costs.
34	<b>Customer Transfer Code clause 4.9(6)</b> - A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures and discussion with the Retail Services Officer – Energy Billing, we observed that: <ul style="list-style-type: none"> <li>▪ existing procedures provide for Alinta to agree with Western Power on a revised nominated transfer date in circumstances where any objection to the customer transfer request is resolved in a timeframe which would not otherwise meet the requirement for the original nominated transfer date to be within 50 business days of the transfer request.</li> <li>▪ the web portal is used as the mechanism for nominating and agreeing to a revised nominated transfer date.</li> </ul>
39	<b>Customer Transfer Code clause 4.11(3)</b> - A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures and discussion with the Retail Services Officer – Energy billing and Manager Energy Services, we observed that existing procedures require Alinta to take the required corrective action in the event that the customer's meter is not read on the nominated transfer date. The Retail Services Officer – Energy billing advised that such events typically occur only when communications via the web portal are not updated in a timely manner, such as when the portal suffers processing delays.
40	<b>Customer Transfer Code clause 4.12(3)</b> - The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures and discussion with the Retail Services Officer – Energy Billing, we observed that Alinta negotiates any necessary amendments to an access contract in good faith using the web portal as the primary means of communication.

No.	Obligation under Condition	Compliance Rating	Findings
43	<b>Customer Transfer Code clause 4.15</b> - In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and the IMO if applicable) must act in good faith to ensure that the rights and obligations of the affected contestable customer are as they would have been had the erroneous transfer not occurred.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures and discussion with the Retail Services Officer – Energy billing and Manager Energy Services, we observed that existing procedures require Alinta, in the event of an erroneous transfer (for example due to NMI entry error), to act in good faith while working with Western Power and the other retailer to maintain the customer's rights and obligations.
44	<b>Customer Transfer Code clause 4.16</b> - An incoming retailer must retain a copy of a verifiable consent given by a contestable customer in relation to the lodgement of a customer transfer request for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	Compliant - 5	We observed that the Metering Service Centre web portal archive is designed to keep copies of all relevant consent documents for the required time period.
45	<b>Customer Transfer Code clause 4.17</b> - A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures and discussion with the Retail Services Officer – Energy billing, we observed that: <ul style="list-style-type: none"> <li>▪ existing procedures require Alinta to cease billing customers after the transfer date</li> <li>▪ the web portal notifies Alinta when details of transferring customers are released to the incoming retailer's system.</li> </ul>
<b>Part 5 - Communication rules</b>			
48	<b>Customer Transfer Code clause 5.1(4)</b> - A network operator and a retailer must comply with approved communication rules.	Compliant - 5	Alinta confirmed its acceptance and compliance to the approved communication rules in a submission to the Authority in October 2005. Alinta's Work Procedures and Western Power's Metering Service Centre procedures manual address the key procedures and intent of the approved communication rules.
<b>Part 6 – Notices</b>			
49	<b>Customer Transfer Code clause 6.2</b> - A licensee's notice in relation to a data request or customer transfer request must identify the exit point to which it relates.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures, we observed that those procedures require Alinta to identify customer transfer requests via the relevant exit point NMI number.
52	<b>Customer Transfer Code clause 6.4(1)</b> - A retailer must notify its contact details to a network operator within three business days of a request.	Compliant - 5	Via walkthrough of Alinta's customer transfer procedures, we observed that those procedures provide for Alinta to inform Western Power of its contact details via the web portal at the time a customer transfer request is made, falling within the required timeframe.
53	<b>Customer Transfer Code clause 6.4(2)</b> - A retailer must notify any change in its contact details to a network operator at least three business days before the change takes effect.	Compliant - 5	The Manager Energy Sales confirmed that there has been no change of details during the period 19 May 2006 to 31 May 2008. Accordingly, there was no relevant activity during this audit period.

No.	Obligation under Condition	Compliance Rating	Findings
54	<b>Customer Transfer Code clause 6.6</b> - A network operator or a retailer must send required electronic communications to the applicable electronic communication address in accordance with Annex 6.	Compliant - 5	In relation to customer transfer activity, Alinta and Western Power communicate through the Metering Service Centre web portal on a daily basis. We observed that the web portal maintains current electronic communication addresses.
<b>Part 7 - Dispute resolution</b>			
55	<b>Customer Transfer Code clause 7.1(1)</b> - For a dispute in respect of a matter under or in connection with the Electricity Industry Customer Transfer Code, any disputing party must meet within five business days of a request from another disputing party and attempt to resolve the dispute by negotiations in good faith.	Not rated	<p>For the purpose of this Code, “disputes” refer to disputes between Alinta and Western Power as the network operator, another retailer or the IMO.</p> <p>The approved Communication Rules establish a procedure for managing disputes.</p> <p>The Manager Customer Services confirmed that there were no disputes in relation to customer transfers during the period 19 May 2006 to 31 May 2008. Accordingly, these clauses are not relevant to Alinta’s activities for the period of this audit.</p>
56	<b>Customer Transfer Code clause 7.1(2)</b> - If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute by negotiations in good faith.	Not rated	
57	<b>Customer Transfer Code clause 7.1(3)</b> - If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	Not rated	
58	<b>Customer Transfer Code clause 7.2(4)</b> - A disputing party that refers a dispute to the Authority must give notice to the Authority of the nature of the dispute, including specified details.	Not rated	
59	<b>Customer Transfer Code clause 7.3(2)</b> - A disputing party must at all times conduct itself in a manner which is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	Not rated	

No.	Obligation under Condition	Compliance Rating	Findings
<b>Annex 6 - Electronic Communications Protocol</b>			
68	<b>Customer Transfer Code Annex 6 clause A6.2(a)</b> - A network operator and a retailer must use reasonable endeavours to ensure that its information system on which electronic communications are made is operational 24 hours a day and 7 days a week.	Compliant - 5	Via walkthrough of the Metering Service Centre web portal and discussion with the Retail Services Officer – Energy Billing, we observed that Western Power operates the Metering Service Centre web portal 24 hours/day and seven days/week.
69	<b>Customer Transfer Code Annex 6 clause A6.2(b)</b> - A network operator and a retailer must establish a mechanism to generate an automated response message for each electronic communication (other than an automated response message) received at the electronic communication address.	Compliant - 5	<p>The Metering Service Centre web portal acts as the electronic communication mechanism for acknowledging and recording all customer transfer communications. The web portal provides for:</p> <ul style="list-style-type: none"> <li>▪ all communication information, including the originator of the communication, to be loaded on to a market transaction list, which indicates where information has been changed or updated</li> <li>▪ issue of email alerts to confirm transactions.</li> </ul>
70	<b>Customer Transfer Code Annex 6 clause A6.6</b> - The originator of an electronic communication must identify itself in the communication.	Compliant - 5	
71	<b>Customer Transfer Code Annex 6 clause A6.7</b> - The originator of an electronic communication must use reasonable endeavours to adopt a consistent data format for information over time, to facilitate any automated processing of the information by the addressee.	Compliant - 5	
<b>Section 12 Electricity Industry Act – Licence Conditions and Obligations</b>			
81	<b>Act section 13(1)</b> - A licensee must, not less than once every 24 months, provide the Authority with a performance audit conducted by an independent expert acceptable to the Authority.	Compliant - 5	This is the first audit conducted by an independent third party since the granting of the Licence. Deloitte was appointed, with the Authority's approval to undertake the audit.
85	<b>Act section 17(1)</b> - A licensee must pay to the Authority the prescribed licence fee within one month after the day of grant or renewal of the licence and within one month after each anniversary of that day during the term of the licence.	Compliant - 3	<p>We sighted records of Alinta's payment of applicable licence fees in the following timeframes:</p> <ul style="list-style-type: none"> <li>▪ 19 May 2006 to 18 May 2007 – fee due on 20 June 2006 and paid on 23 June 2006</li> <li>▪ 19 May 2007 to 18 May 2008 – fee due on 20 June 2007 and paid on 26 June 2007.</li> </ul> <p>Although licence fees have been duly paid by Alinta, payment has been outside of the one month period prescribed by the Act.</p>



No.	Obligation under Condition	Compliance Rating	Findings
	<p><b>Recommendation 2</b> Alinta's Licence compliance procedures be strengthened to ensure payment of prescribed licence fees by 20 June each year.</p>		<p><b>Post Audit Implementation Plan 2</b> Alinta will amend internal payment system controls to ensure that the prescribed licence fee is paid by 20 June each year. <b>Responsible Person:</b> WA Controller - Finance <b>Target Date:</b> 31 March 2009</p>
86	<p><b>Act section 31(3)</b> - A licensee must take reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.</p>	Compliant - 5	We observed that Alinta staff have access to Western Power's supply outage procedures, which outline Western Power's overriding responsibilities for managing outages and the role of retailers in the event of such supply interruption, suspension or restriction.
87	<p><b>Act section 41(6)</b> - A licensee must pay the costs of taking an interest in land or an easement over land.</p>	Not rated	For the purpose of this Electricity Retail Licence, Alinta does not have an interest in or an easement over any land.
88	<p><b>Act section 54(1)</b> - A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract.</p>	Compliant - 5	<p>Alinta's standard form contract for the supply of electricity was established in May 2006 with the Authority's approval. Via walkthrough of Alinta's customer transfer procedures and review of a sample of customer contracts maintained on Alinta's Gentrack system, we observed that those procedures require Alinta to supply small use customers with electricity through its established non-standard contracts only.</p>
89	<p><b>Act section 54(2)</b> - A licensee must comply with any direction by the Authority to amend the standard form contract and do so within the period specified.</p>	Compliant - 5	<p>Alinta's standard form contract for the supply of electricity was established in May 2006 with the Authority's approval. The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, the Authority has not otherwise directed Alinta to amend its standard form contract.</p>
93	<p><b>Act section 76</b> - If a designation under section 71(1) of the Electricity Industry Act is in force a licensee must perform the functions of a retailer of last resort and must carry out the supplier of last resort plan if it comes into operation under section 70 of the Electricity Industry Act.</p>	Not rated	Alinta has not been designated as a supplier of last resort.
94	<p><b>Act section 101</b> - A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by and compliant with any decision or direction of the electricity ombudsman under the approved scheme.</p>	Compliant - 5	<p>Alinta:</p> <ul style="list-style-type: none"> <li>▪ has been granted an electricity retail licence</li> <li>▪ the licence precludes Alinta from supplying electricity to small use customers unless it is a member of the approved electricity ombudsman scheme, to which it is bound to comply with requirements in relation to customer complaints handling</li> <li>▪ Alinta is an electricity (and gas) industry member of the ombudsman scheme.</li> </ul>

No.	Obligation under Condition	Compliance Rating	Findings
96	<b>Act section 115(2)</b> - A licensee that has, or is an associate of a person that has, access to services under an access agreement must not engage in conduct for the purpose of hindering or prohibiting access.	Not rated	For the purpose of this obligation on Alinta as an electricity retail licensee, Alinta does not have access to services and is unable to hinder/prohibit access to services belonging to Western Power.
<b>Section 13 Electricity Licences – Licence Conditions and Obligations</b>			
97	<b>Retail Licence condition 6.1</b> - A licensee must ensure that an electricity marketing agent of the licensee complies with the applicable codes.	Compliant - 3	<p>In relation to Alinta’s operations, an electricity marketing agent includes Alinta employees who engage in marketing activities as well as third party marketers.</p> <p>The Brand Manager confirmed that upon commencement with the Alinta electricity supply services team, energy sales and customer services staff are provided with training on the requirements of the Code of Conduct, Customer Transfer Code and other applicable legislation.</p> <p>For an electricity marketing campaign conducted in September and October 2007, Alinta engaged a third party to undertake marketing activities. The campaign’s Project Parameters, which were provided to employees of the marketing agent, referred to the need for those employees to read the Code of Conduct and operate within its guidelines, making particular note of two items of importance. No evidence was obtained to confirm the competence of those representatives to ensure compliance with the Code of Conduct.</p> <p>The General Manager – Retail Sales confirmed that during the period 26 May 2006 to 31 May 2008, there were no reported breaches of the Code by an Alinta electricity marketing agent.</p> <p>Alinta’s training processes in relation to electricity marketing activities undertaken by staff members and third party marketers have not been formally developed and consistently applied. Alinta also has not formally monitored staff or third party marketer performance against the requirements of the Code of Conduct.</p> <p>Without evidence of a consistent approach to training and monitoring the performance of new and existing sales executives, customer service staff and other marketing agents, it is difficult to demonstrate that those marketing agents adequately understand and are sufficiently competent to discharge their responsibilities under the Code of Conduct.</p> <p>The combined issues, recommendations and post audit implementation plans detailed for obligations 97 and 122 also relate to obligations 113, 123, 127, 128, 129, 130, 131, 132, 134, 135, 137, 138 (each relevant from 8 January 2008) and 114, 115, 116 (each relevant to 7 January 2008)</p>

No.	Obligation under Condition	Compliance Rating	Findings
	<p><b>Recommendation 3</b> Alinta's training, development and performance assessment programs be strengthened to better demonstrate the competency of staff and other marketing agents in discharging their responsibilities under the Code of Conduct.</p>		<p><b>Post Audit Implementation Plan 3</b> Alinta will identify opportunities to strengthen its training and development programs, including providing an effective training structure for marketing agents, to better demonstrate the competency of staff and marketing agents in discharging their responsibilities under the Code of Conduct. The absence of breaches of the Code of Conduct suggests existing recruitment, training and development practices and programs provide a sound basis for ensuring staff and marketing agents comply with the applicable codes. <b>Responsible Person :</b> General Manager - Retail Sales <b>Target Date :</b> 31 March 2009</p>
98	<p><b>Retail Licence condition 6.2</b> - The licensee must report a breach of the applicable code conditions by an electricity marketing agent to the Authority within the prescribed timeframe.</p>	Compliant - 5	The General Manager – Retail Sales confirmed that during the period 26 May 2006 to 31 May 2008, there were no breaches of the Code of Conduct by an Alinta electricity marketing agent.
99	<p><b>Retail Licence condition 13.2</b> - A licensee must, if directed by the Authority, review the standard form contract and submit to the Authority the results of that review within the time specified by the Authority.</p>	Compliant - 5	<p>Alinta's standard form contract for the supply of electricity was established in May 2006 with the Authority's approval. The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, the Authority had not directed Alinta to review its standard form contract.</p>
100	<p><b>Retail Licence condition 13.3</b> - A licensee must comply with any direction given by the Authority in relation to the scope, process and methodology of the standard form contract review.</p>	Compliant - 5	Refer to obligation 99 above.
101	<p><b>Retail Licence condition 14.1</b> - A licensee may only amend the standard form contract with the Authority's approval.</p>	Compliant - 5	The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, Alinta has not amended its standard form contract.
102	<p><b>Retail Licence condition 15.2</b> - A licensee must, unless otherwise notified in writing by the Authority, review the customer service charter within the timeframe specified, and submit to the Authority the results of that review within 5 days after it is completed.</p>	Compliant - 5	Alinta's Electricity Customer Charter was last revised and published in July 2007. There has been no further requirement for Alinta to review its charter during this audit period.

No.	Obligation under Condition	Compliance Rating	Findings
105	<b>Retail Licence condition 20.1</b> - A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.	Compliant - 5	<p>Since December 2007, Alinta Sales Pty Ltd has been a fully owned subsidiary of Babcock and Brown Power. Prior to December 2007 Alinta Sales Pty Ltd had undergone a sequence of ownership changes, through the involvement of the AlintaAGL, AGL and Alinta entities. The published Financial Statements of Babcock and Brown Power for the year ending 30 June 2008 were sighted. Those statements were unqualified, with respect to all subsidiaries of Babcock and Brown Power.</p> <p>ASIC lodgement records were obtained to confirm that Babcock and Brown Power had lodged with ASIC, financial reports required of a public company for the 2007/08 financial year. Confirmation was obtained from the WA Controller - Finance that there are no significant accounting transactions or items that would currently jeopardise Alinta's compliance with accounting standards.</p>
106	<b>Retail Licence condition 21.4</b> - A licensee must comply with any individual performance standards prescribed by the Authority.	Compliant - 5	The Manager Customer Services confirmed that the Authority has not prescribed any individual reporting standards to Alinta.
107	<b>Retail Licence condition 22.2</b> - A licensee must comply, and require its auditor to comply, with the Authority's standard audit guidelines dealing with the performance audit	Compliant - 5	The Audit Plan approved by the Authority commits Alinta and Deloitte (independent expert) to complying with the prescribed audit guidelines and reporting manual issued by the Authority. Deloitte confirms that this audit was undertaken utilising the framework from the audit guidelines.
109	<b>Retail Licence condition 23.1</b> - A licensee must report to the Authority, in the manner prescribed, if a licensee is under external administration or there is a significant change in the circumstances upon which the licence was granted which may affect a licensee's ability to meet its obligations.	Compliant - 5	<p>The published Financial Statements of Babcock and Brown Power for the year ending 30 June 2008 were sighted. Those statements were unqualified, with respect to going concern issues for all subsidiaries of Babcock and Brown Power.</p> <p>The WA Controller - Finance confirmed that during the period 19 May 2006 to 31 May 2008, Alinta was not under external administration and had not undergone any significant change in circumstances upon which the licence was granted, which may affect its ability to meet its licence obligations.</p>
110	<b>Retail Licence condition 24.1</b> - A licensee must provide the Authority, in the manner prescribed, any information the Authority requires in connection with its functions under the Electricity Industry Act.	Compliant - 5	The Manager Customer Services confirmed that no information requests have been made of Alinta in regards to its Electricity Retail Licence.
111	<b>Retail Licence condition 25.2</b> - A licensee must publish any information it is directed by the Authority to publish, within the timeframes specified.	Compliant - 5	<p>Alinta submitted performance reports to the Authority for the 2006/07 and 2007/08 period as well as a compliance report for the 2007/08 period.</p> <p>The Manager Customer Services confirmed that no other directions to publish information have been made of Alinta in regards to its Retail Licence.</p>

No.	Obligation under Condition	Compliance Rating	Findings
112	<b>Retail Licence condition 26.1</b> - Unless otherwise specified, all notices must be in writing.	Compliant - 5	We observed that Alinta has maintained records to evidence formal communications with the Authority, which have been made via post or email. The Manager Customer Services confirmed that Alinta's records of correspondence with the Authority contain all requests or instructions made by the Authority in regards to Alinta's Electricity Retail Licence.
<b>Section 14 Code of Conduct – Licence Conditions and Obligations</b>			
115	<b>Code of Conduct clause 2.3(1)</b> - A marketing representative must ensure that the information specified is provided to the customer before arranging a contract and that the customer is provided with a written copy of the contract on request.	Compliant - 5	As detailed at obligation 88 above, we observed that Alinta's processes and procedures require one of its established non-standard contracts, "Alinta Commercial Electricity Sale Agreement Application and Contract" or "Alinta Electricity Sale Agreement" and associated terms and conditions to be applied to each of its customers. Via walkthrough of Alinta's sales and contract establishment processes, we also observed that Alinta requires: <ul style="list-style-type: none"> <li>▪ all contracts to be in writing, via the non-standard contracts and associated terms and conditions</li> <li>▪ the customer to declare in writing that they have read that contract and its terms and conditions.</li> </ul>
116	<b>Code of Conduct clause 2.3(2)</b> - Where a standard form contract is not entered into as a result of door to door marketing or for a non-standard contract initiated by telephone, a marketing representative must obtain and make a record of the customer's verifiable consent that the specified information has been given.	Compliant - 5	As detailed at obligation 115 above, we observed that Alinta's sales and contract establishment processes require all contracts to be in writing, via its established non-standard contracts and associated terms and conditions. The contract declaration on the application form provides for the customer's acknowledgement that they have received and read the contract and associated terms and conditions.
117	<b>Code of Conduct clause 2.3(3)</b> - Where a standard form contract is entered into as a result of door to door marketing or for a non-standard contract (other than that initiated by telephone), a marketing representative must obtain the customer's written acknowledgement that the specified information has been given.	Compliant - 5	The General Manager – Retail Sales confirmed that during the period 19 May 2006 to 31 May 2008 Alinta did not engage in door to door marketing, other than in the electricity marketing campaign conducted in September and October 2007, which involved marketing via telephone calls. As detailed at obligations 115 and 116 above, we observed that: <ul style="list-style-type: none"> <li>▪ Alinta's sales and contract establishment processes require all contracts to be in writing, via its established non-standard contracts and associated terms and conditions</li> <li>▪ the contract declaration on the form provides for the customer's acknowledgement that they have received and read the contract and associated terms and conditions.</li> </ul>

No.	Obligation under Condition	Compliance Rating	Findings
118	<i>Code of Conduct clause 2.4(1)</i> - Where the customer has entered into a new contractual relationship with a retailer, a retailer or marketing representative must offer to provide the customer with a copy of the contract and, where this offer is accepted by the customer, provide a copy of the contract at that time or as soon as possible thereafter.	Compliant - 5	As detailed at obligations 115 to 117 above Alinta's sales and contract establishment processes require all contracts to be in writing, via its established non-standard form contract and associated terms and conditions. Further, those procedures provide for all potential customers to be presented with an up-to-date a copy of the related terms and conditions prior to agreeing to the contract.
119	<i>Code of Conduct clause 2.4(2)</i> - Where the customer has entered into a new contractual relationship with a retailer, a retailer or marketing representative must give the information specified to the customer	Compliant – 5	
120	<i>Code of Conduct clause 2.4(3)</i> - In circumstances where a standard form contract is not entered into as a result of door to door marketing, a retailer or marketing representative must give the specified information no later than with or on the customer's first bill.	Compliant – 5	Refer to findings for obligation 115 to 120 above.
121	<i>Code of Conduct clause 2.4(4)</i> - In circumstances where a standard form contract is entered into as a result of door to door marketing or a non-standard contract, a retailer or marketing representative must give the specified information and a copy of the contract before the customer has entered into the contract and must obtain a written acknowledgement that the information has been given.	Compliant – 5	Refer to findings for obligation 115 to 120 above.
122	<i>Code of Conduct clause 2.5(1)</i> – A marketing representative must not, when marketing, engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable.	Compliant - 4	<p>Through interviews with energy sales and customer service staff, we observed that staff appear to display knowledge of appropriate behaviour in relation to dealing with customers and potential customers.</p> <p>However, at the time of audit, Alinta (as a component of the Babcock &amp; Brown Power business) did not have an agreed set of values and expected behaviours in place to guide staff. Also, as detailed at obligation 97 above, Alinta's electricity sales and marketing activities are not accommodated by formal and structured training, development and performance assessment programs.</p> <p>The combined issues, recommendations and post audit implementation plans detailed for obligations 97 and 122 also relate to obligations 113, 123, 127, 128, 129, 130, 131, 132, 134, 135, 137, 138 (each relevant from 8 January 2008) and 114, 115, 116 (each relevant to 7 January 2008)</p>

No.	Obligation under Condition	Compliance Rating	Findings
	<p><b>Recommendation 4</b></p> <p>In addition to improvements to Alinta's training, development and performance assessment programs as detailed at Recommendation 2 above, Alinta's core values and expected behaviours be formalised and communicated to all members of staff.</p>		<p><b>Post Audit Implementation Plan 4</b></p> <p>Alinta will identify opportunities to strengthen its training and development programs, including providing an effective training structure for marketing agents, to better communicate its core values and expected behaviours when discharging responsibilities under the Code of Conduct. The absence of breaches of the Code of Conduct suggests existing recruitment, training and development practices and programs provide a sound basis for ensuring staff and marketing agents comply with the applicable codes.</p> <p><b>Responsible Person :</b> General Manager - Retail Sales  <b>Target Date :</b> 31 March 2009</p>
123	<p><b>Code of Conduct clause 2.5(2)</b> - A marketing representative must not exert undue pressure on a customer, nor harass or coerce a customer.</p>	Compliant - 4	<p>Refer to issues and recommendations raised for obligations 97 and 122 above.</p> <p>No evidence was found of any breach or complaint in relation to this clause.</p>
125	<p><b>Code of Conduct clause 2.5(4)</b> - A marketing representative must ensure that all standard form contracts that are entered into as a result of door to door marketing and all non-standard contracts are in writing.</p>	Compliant - 5	<p>The General Manager – Retail Sales confirmed that during the period 19 May 2006 to 31 May 2008 Alinta:</p> <ul style="list-style-type: none"> <li>▪ did not engage in door to door marketing, other than in the electricity marketing campaign conducted in September and October 2007, which involved marketing via telephone calls</li> <li>▪ utilised non-standard contracts for each of its customers.</li> </ul> <p>Via walkthrough of Alinta's sales and contract establishment processes we observed that Alinta requires all contracts to be in writing using one of Alinta's non-standard contracts and associated terms and conditions.</p>
127	<p><b>Code of Conduct clause 2.6(1)</b> - marketing representative must provide the information specified to the customer when marketing by means other than face to face and after having identified the purpose of the contact, if the contact is not by electronic means, the marketing representative must ask the customer whether they wish to proceed further.</p>	Compliant - 4	<p>Refer to issues and recommendations raised for obligations 97 and 122 above.</p> <p>No evidence was found of any breach or complaint in relation to this clause.</p>
128	<p><b>Code of Conduct clause 2.6(2)</b> - A marketing representative must, on request, provide the customer with the information specified.</p>	Compliant - 4	<p>Refer to issues and recommendations raised for obligations 97 and 122 above.</p> <p>No evidence was found of any breach or complaint in relation to this clause.</p>

No.	Obligation under Condition	Compliance Rating	Findings
129	<b>Code of Conduct clause 2.6(3)</b> - A marketing representative who meets with a customer face to face must: as soon as practicable tell the customer the purpose of the visit; wear a clearly visible and legible identity card showing the information specified; and as soon as practicable provide the information specified in writing to the customer.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
130	<b>Code of Conduct clause 2.6(4)</b> - If, when marketing to a customer, the customer indicates that they wish to end the contact, the marketing representative must end the contact as soon as practicable and not attempt to contact the customer for the next 30 days unless the customer agrees otherwise.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
131	<b>Code of Conduct clause 2.6(5)</b> - Unless requested by the customer, a marketing representative must not make contact with a customer outside the permitted call times, unless the contact is by electronic means or the contact arises outside the customer's premises in circumstances where the customer initiates contact.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
132	<b>Code of Conduct clause 2.6(6)</b> - A marketing representative must ensure that contact for the purposes of marketing does not continue for more than 15 minutes past the end of the permitted call times without the customer's verifiable consent unless the contact is by electronic means.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
138	<b>Code of Conduct clause 2.7(5)</b> - A marketing representative must comply with a notice on or near premises indicating that the customer does not wish to receive unsolicited mail or other marketing information.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
139	<b>Code of Conduct clause 2.8</b> - A retailer must comply with the National Privacy Principles as set out in the Privacy Act 1998 in relation to information collected under Part 2 of the Code of Conduct.	Compliant - 5	Through discussion with the Brand Manager and Manager Energy Sales and consideration of Alinta's Privacy Policy, we observed that: <ul style="list-style-type: none"> <li>▪ Alinta sets out its obligations for complying with the National Privacy Principles as set out in the Privacy Act</li> <li>▪ training provided to energy sales officers incorporates the requirements of Alinta's Privacy Policy.</li> </ul>



No.	Obligation under Condition	Compliance Rating	Findings
140	<b>Code of Conduct clause 3.1(1)</b> - If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.	Compliant - 5	Via walkthrough of Alinta's customer transfer and connection processes, including a sample of customer connections, we observed that existing procedures require Alinta to immediately forward customer transfer requests via the Metering Service Centre web portal.
141	<b>Code of Conduct clause 3.1(2)</b> - A retailer must forward the customer's request for the connection to the relevant distributor in the timeframe specified unless the customer agrees otherwise.	Compliant - 5	
142	<b>Code of Conduct clause 4.1</b> - A retailer must issue a bill no more than once a month and at least once every three months unless the circumstances specified exist.	Compliant - 5	Via walkthrough of Alinta's customer contracts and Gentrack billing processes, we observed that Alinta generates customer bills on a monthly basis. An exception to the standard monthly billing process related to the change of billing cycle for small use customers in 2007 to a mid monthly billing cycle.
150	<b>Code of Conduct clause 4.4</b> - A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address.	Compliant - 5	Via walkthrough of Alinta's customer contracts and Gentrack billing processes, we observed that existing procedures require Alinta to dispatch bills to supplied address as indicated on the Gentrack system.
151	<b>Code of Conduct clause 4.5(1)</b> - A retailer must include minimum prescribed information on the customer's bill, unless the customer agrees otherwise.	Compliant - 5	Via walkthrough of Alinta's customer contracts and Gentrack billing processes, we observed that Alinta's standard bills include all required balances, amounts and contact information.
152	<b>Code of Conduct clause 4.5(3)</b> - A retailer must advise the customer of the amount of historical debt and its basis before, with or on the customer's bill, if the retailer wishes to bill the customer for the historical debt.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and walkthrough of Alinta's customer contracts and Gentrack billing processes, we observed that existing procedures require Alinta to include any outstanding amounts owed (historical debt) on the bill where necessary.
153	<b>Code of Conduct clause 4.6(1)</b> - A retailer must base the customer's bill on the distributor's or metering agent's reading of the meter, or the customer's reading of the meter in the circumstances specified.	Compliant - 5	Via walkthrough of Alinta's customer contracts and Gentrack billing processes, we observed that Alinta generates bills based on estimated or actual meter readings, which are uploaded every half-hour and calculated monthly. Customers may request to see their unit usage.
154	<b>Code of Conduct clause 4.6(2)</b> - A retailer must give the customer information that explains to that customer how to read a meter correctly (if applicable) in clear, simple and concise language.	Compliant - 5	The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, Alinta did not have any customers for which it had entered into an agreement for the customer to read the meter for the purpose of determining the amount to be billed. Accordingly, there was no relevant activity during this audit period.

No.	Obligation under Condition	Compliance Rating	Findings
155	<b>Code of Conduct clause 4.7</b> - A retailer must use its best endeavours to ensure that metering reading data is obtained as frequently as is required to prepare its bills and, in any event, at least once every twelve months in accordance with clause 4.6(1)(a) of the Code of Conduct.	Compliant - 5	Via walkthrough of Alinta's customer billing processes, we observed that the interval meters installed at all Alinta customers' supply addresses provide for half-hour meter readings.
156	<b>Code of Conduct clause 4.8(1)</b> - A retailer must give the customer an estimated bill in the manner specified, if the retailer is unable to reasonably base a bill on a reading of the meter.	Compliant - 5	Via walkthrough of Alinta's customer billing processes, we observed that those processes require Alinta to generate an estimated meter reading based on previous billed amounts in the event that an actual meter reading cannot be obtained at the time of billing.
157	<b>Code of Conduct clause 4.8(2)</b> - A retailer must specify the stated information in circumstances where the customer's bill is estimated.	Compliant - 5	Via walkthrough of Alinta's customer billing processes, we observed that those processes require Alinta to carry out a consumption report and comparison of data to deliver an estimate bill, after which the actual bill is to be generated.
158	<b>Code of Conduct clause 4.8(3)</b> - A retailer must tell a customer, on request, the basis and reason for the estimation.	Compliant - 5	Via walkthrough of Alinta's customer billing processes and discussion with the Retail Services Officer – Energy Billing, we observed that those processes require Alinta to contact the customer to discuss the reason for the estimate bill and explain the process.
159	<b>Code of Conduct clause 4.9</b> - Where the retailer gives a customer an estimated bill and the meter is subsequently read the retailer must include an adjustment on the next bill to take account of the actual meter reading.	Compliant - 5	Via walkthrough of Alinta's customer billing processes and discussion with the Retail Services Officer – Energy Billing, we observed that those processes require Alinta to carry out a reading following the estimate bill in order to generate a new bill to reflect the actual reading.
160	<b>Code of Conduct clause 4.10</b> - A retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading if the customer satisfies the requirements as specified.	Compliant - 5	
161	<b>Code of Conduct clause 4.11(1)</b> - A retailer must request the distributor or metering agent to test the meter if a customer requests the meter to be tested and pays any reasonable charge of the retailer for testing the meter.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and consideration of Alinta's non-standard contracts, we observed that upon the request of a customer, Alinta undertakes to request a test of that meter and will invoice the customer a standard charge for this service.
162	<b>Code of Conduct clause 4.11(2)</b> - If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and consideration of Alinta's non-standard contracts, we observed that Alinta undertakes to refund any charge for testing a meter in the event that the meter is found to be defective.

No.	Obligation under Condition	Compliance Rating	Findings
165	<b>Code of Conduct clause 4.14(1)</b> - A retailer may recover any amounts undercharged to a customer as a result of a change in the customer's electricity use for the period of up to 12 months prior to the date on which the retailer provided notice in the specified manner.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and consideration of Alinta's non-standard contract terms and conditions, we observed that in the event of a small use customer being undercharged, Alinta undertakes to provide for recovery of amounts for a maximum of 12 months prior to notification of the undercharge.
166	<b>Code of Conduct clause 4.14(2)</b> - A retailer must repay any amounts overcharged to a customer as a result of a change in the customer's electricity use.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and walkthrough of Alinta's customer billing processes, we observed that in the event that a customer has been overcharged, Alinta provides for the customer to choose to have the amount reduced from their next bill, or to seek a separate repayment.
167	<b>Code of Conduct clause 4.15(1)</b> - A retailer must use reasonable endeavours to arrange for a final bill if a customer requests the retailer to issue a final bill at the customer's supply address.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and walkthrough of Alinta's customer billing processes, we observed that Alinta's processes provide for a final bill to be sent to the customer as part of the standard billing process.
168	<b>Code of Conduct clause 4.15(2)</b> - A retailer must repay the customer any amount in credit at the time of account closure.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and walkthrough of Alinta's customer billing processes we observed that Alinta's processes provide for any outstanding amounts to be credited to the final bill, in order for it to be reduced.
169	<b>Code of Conduct clause 4.16</b> - A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months, and paying any future bills that are properly due.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and walkthrough of Alinta's customer billing processes, we observed that Alinta's processes provide for small use customer bills to be reviewed on request.  The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, Alinta maintained procedures and processes to address customer enquiries in regard to billing disputes.
170	<b>Code of Conduct clause 4.17(1)</b> - A retailer must follow the procedures specified if a review of a bill has been conducted and the retailer is satisfied that the bill is correct or incorrect.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing, walkthrough of Alinta's customer billing processes and consideration of the standard form contract (sub-clause 7.5), we observed that Alinta's processes provide for small use customer bills to be reviewed on request and the customer to be informed of the outcome of the review, in accordance with the specific requirements of the Code of Conduct clause 4.17.
171	<b>Code of Conduct clause 4.17(2)</b> - A retailer must inform the customer of the outcome of the review of a bill as soon as practicable, but, in any event, within 20 business days from the date of receipt of the request for review.	Compliant - 5	

No.	Obligation under Condition	Compliance Rating	Findings
172	<b>Code of Conduct clause 4.18(2)</b> - A retailer must recover an amount undercharged as a result of an act or omission by a retailer or distributor in the manner specified.	Compliant - 5	<p>The Retail Services Officer – Energy Billing advised that undercharging of customers has not been common. We observed that in the event of a small use customer being undercharged, Alinta’s standard contract terms and conditions (sub-clause 8.1) provide for:</p> <ul style="list-style-type: none"> <li>▪ recovery of amounts for a maximum of 12 months prior to notification of the undercharge</li> <li>▪ the correcting payment to be shown as a separate item on the customer’s bill, with an explanation</li> <li>▪ no interest or fee to be paid relevant to the correcting payment.</li> </ul> <p>Note that clause 4.18(2)(d) relates only to residential customers and does not apply to Alinta.</p>
173	<b>Code of Conduct clause 4.19(2)</b> - A retailer must use its best endeavours to inform the customer (including a customer who has vacated the supply address) and repay or credit any amount overcharged as a result of an act or omission by a retailer or distributor, in the manner and period specified.	Compliant - 5	<p>Via discussion with the Retail Services Officer – Energy Billing, walkthrough of Alinta’s customer billing processes and consideration of Alinta’s standard contract terms and conditions (sub-clause 8.2) we observed that in the event that a customer has been overcharged, Alinta will</p> <ul style="list-style-type: none"> <li>▪ do its best to notify the customer (via telephone or email) within 10 business days after discovering the overcharge</li> <li>▪ provide a correcting refund either as a credit to the customer’s account or as a separate payment.</li> </ul>
174	<b>Code of Conduct clause 4.19(3)</b> - A retailer must pay the amount overcharged in accordance with the customer’s instructions within 12 business days of receiving the instructions.	Compliant - 5	<p>In the event that a customer has been overcharged, Alinta’s non-standard contracts provide for Alinta to make an adjusting payment within 14 days of the customer’s instructions. As outlined at obligation 173 above, we also observed that Alinta provides for the customer to choose to have the amount reduced from their next bill.</p>
175	<b>Code of Conduct clause 4.19(4)</b> - A retailer must use reasonable endeavours to credit the amount overcharged within 20 business days of the customer making the request, in circumstances where instructions as to payment are not received.	Compliant - 5	<p>The Manager Customer Services confirmed that where a customer leaves no instruction, Alinta’s procedures provide for the amount overcharged to be credited to the customer’s account.</p>
176	<b>Code of Conduct clause 5.1</b> - The due date on the bill must be at least 12 business days from the date of the bill, with the date of dispatch deemed to be the date of the bill, unless the retailer specifies a later date.	Not rated	<p>As permitted by clause 1.10 of the Code of Conduct, Alinta’s non-standard contracts amend clause 5.1(1) “Due dates for payment”. Alinta’s standard terms and conditions of payment sets out the terms of payment to be within 14 days from the date of invoice. Accordingly, clause 5.2 (1) is not relevant to Alinta’s operations during the period of this audit.</p>
177	<b>Code of Conduct clause 5.2(1)</b> - A retailer must offer the specified minimum payment methods.	Not rated	<p>As permitted by clause 1.10 of the Code of Conduct, Alinta’s non-standard contracts exclude clause 5.2 “Minimum payment methods” from the terms of contract and conduct. Accordingly, clause 5.2 (1) is not relevant to Alinta’s operations for the period of this audit.</p>

No.	Obligation under Condition	Compliance Rating	Findings
178	<b>Code of Conduct clause 5.2(2)</b> - A retailer must comply with the Electronic Funds Transfer Code of Conduct in making an electronic payment.	Not rated	As permitted by clause 1.10 of the Code of Conduct, Alinta's non-standard contracts excludes clause 5.2 "Minimum payment methods" from the terms of contract and conduct. Accordingly, clause 5.2 (2) is not relevant to Alinta's operations for the period of this audit.
179	<b>Code of Conduct clause 5.3</b> - A retailer must, prior to commencing a direct debit, obtain the customer's verifiable consent and agree to the specified conditions for the direct debit.	Not rated	Refer obligation 177 above. The Manager Customer Services confirmed that Alinta does not offer its customers the option to make payment via direct debit. Accordingly, there was no relevant activity during this audit period.
180	<b>Code of Conduct clause 5.4</b> - A retailer must accept payment in advance from a customer on request, in the circumstances specified.	Not rated	As permitted by clause 1.10 of the Code of Conduct, Alinta's non-standard contracts exclude clause 5.4 "Payment in advance" from the terms of contract and conduct. Accordingly, clause 5.4 is not relevant to Alinta's operations for the period of this audit.
185	<b>Code of Conduct clause 5.7(1)</b> - A retailer must not require a customer who has vacated a supply address to pay for electricity consumed at the customer's supply address in the circumstances specified.	Not rated	As permitted by clause 1.10 of the Code of Conduct, Alinta's non-standard contracts exclude clause 5.7 "Vacating a supply address" from the terms of contract and conduct. Accordingly, clause 5.7 (1) is not relevant to Alinta's operations for the period of this audit.
186	<b>Code of Conduct clause 5.7(2)</b> - A retailer must not require a customer who was evicted or otherwise required to vacate a supply address to pay for electricity consumed at the customer's supply address in the circumstances specified.	Not rated	As permitted by clause 1.10 of the Code of Conduct, Alinta's non-standard contracts exclude clause 5.7 "Vacating a supply address" from the terms of contract and conduct. Accordingly, clauses 5.7 (2) and (4) are not relevant to Alinta's operations for the period of this audit.
187	<b>Code of Conduct clause 5.7(4)</b> - A retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified.	Not rated	
188	<b>Code of Conduct clause 5.8(1)</b> - A retailer must comply with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing, walkthrough of Alinta's customer billing processes and consideration of the non-standard contracts for small use customers, we observed that Alinta's debt collection processes are designed to comply with the principles contained in the ACCC guidelines.
189	<b>Code of Conduct clause 5.8(2)</b> - A retailer must not commence proceedings for recovery of a debt in the circumstances specified.	Not applicable	As clause 5.8(2) relates to residential customers only, this obligation is not applicable to Alinta's licence requirements.

No.	Obligation under Condition	Compliance Rating	Findings
190	<b>Code of Conduct clause 5.8(3)</b> - A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of electricity to that supply address.	Compliant - 5	The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, Alinta had not undertaken to recover a debt in the circumstances outlined by the Code of Conduct clause 5.8(3).
210	<b>Code of Conduct clause 6.11</b> - A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing, walkthrough of Alinta’s customer billing processes and consideration of Alinta’s non-standard contracts for small use customers, we observed that Alinta undertakes to consider alternative arrangements in any circumstance, in the event of the customer approaching Alinta to explain the circumstances.
211	<b>Code of Conduct clause 7.1</b> - A retailer must give the customer a reminder notice, use its best endeavours to contact the customer and give the customer a disconnection warning, in the manner and timeframes specified, prior to arranging for disconnection of a customer’s supply address for failure to pay a bill.	Compliant - 5	Via discussion with the Retail Services Officer – Energy Billing and consideration of Alinta’s non-standard contracts , we established that Alinta’s customer billing processes provide for: <ul style="list-style-type: none"> <li>▪ every attempt to be made to contact the customer and rectify the situation</li> <li>▪ the issue of reminders to all customers who have overdue payments (at least 13 business days after the bill was issued)</li> <li>▪ in the event of a customer’s failure to pay a bill after the date specified in the reminder notice, the issue of a warning notice that electricity will be turned off unless payment is received by a nominated date (at least five business days after the date of the warning notice).</li> </ul>
212	<b>Code of Conduct clause 7.2</b> - A retailer must not arrange for disconnection of a customer’s supply address for failure to pay a bill in the circumstances specified.	Compliant - 5	Alinta’s non-standard contracts outlines the circumstances in which Alinta can and can not arrange for disconnection for failure to pay a bill. Those circumstances accommodate each of the relevant limitations listed in clause 7.2 of the Code of Conduct.  The 2006/07 and 2007/08 annual electricity performance reports issued to the Authority identify one instance of disconnection for failure to pay. We confirmed that the disconnection was made in accordance with the requirements of the Code of Conduct.
213	<b>Code of Conduct clause 7.3</b> - In relation to dual fuel contracts, a retailer must not arrange for disconnection of the customer’s supply address for failure to pay a bill within 15 business days from arranging for disconnection of the customer’s gas supply.	Compliant - 5	Alinta’s non-standard contracts outlines Alinta’s commitment, in the event of the customer also having a contract with Alinta for the sale of gas (and where one bill is issued for both electricity and gas or where separate bills for electricity and gas are issued at the same time), not to arrange for electricity to be turned off within 15 days of arranging for the customer’s gas to be turned off.  The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, Alinta did not have any dual fuel contracts in place, nor any arrangements in which the sale of gas is included on the same bill for electricity or is separately billed at the same time of the electricity bill.

No.	Obligation under Condition	Compliance Rating	Findings
214	<b>Code of Conduct clause 7.4</b> - A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter unless the conditions specified are satisfied.	Compliant - 5	Alinta's non-standard contracts outlines the circumstances in which Alinta can and cannot arrange for disconnection for denying access to the meter, addressing each of the conditions specified in clause 7.4(1) (a) to (f).  The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, Alinta did not request a disconnection for denying access to a meter.
219	<b>Code of Conduct clause 8.1(1)</b> - A retailer must arrange for reconnection of the customer's supply address if the customer has remedied its breach, makes a request for reconnection, pays the retailer's reasonable charges (if any) or accepts an offer of an instalment plan for the retailer's reasonable charges.	Compliant - 5	Alinta's non-standard contracts outlines Alinta's commitment to arranging for reconnection when the customer pays the outstanding bill in full or agrees to an alternative payment plan and requests reconnection.  The 2006/07 and 2007/08 annual electricity performance reports issued to the Authority for the two year period to 30 June 2008 identify only one instance of reconnection within seven days of disconnection.
220	<b>Code of Conduct clause 8.1(2)</b> - A retailer must forward the request for reconnection to the relevant distributor within the timeframe specified.	Compliant - 5	Alinta's non-standard contracts outlines Alinta's commitment to requesting reconnection within the timeframes specified by the Code of Conduct.  Via walkthrough of Alinta's customer services procedures and discussion with the Retail Services Officer – Energy Billing, we established that requests for reconnection are immediately forwarded to Western Power via the web portal.
238	<b>Code of Conduct clause 10.1(1)</b> - A retailer must give notice of any variations in its tariffs to each of its customers affected by a variation, in the timeframes specified.	Compliant - 5	As prices are separately negotiated for each of Alinta's customers, Alinta has not established standard tariffs and does not publish available tariffs. Accordingly, all variations in prices are negotiated separately with each customer, giving rise to timely notice of variations and at no charge.
239	<b>Code of Conduct clause 10.1(2)</b> - A retailer must give a customer on request, at no charge, reasonable information on the retailer's tariffs, including alternative tariffs.	Compliant - 5	
240	<b>Code of Conduct clause 10.1(3)</b> - A retailer must give a customer the information requested on tariffs in the manner and within the timeframes specified.	Compliant - 5	
245	<b>Code of Conduct clause 10.3</b> - A retailer must give a customer on request, at no charge, the concession information specified.	Not rated	As Alinta's contractual arrangements with each of its customers do not provide for concessions, clause 10.3 is not relevant to Alinta's operations during the period of this audit.

No.	Obligation under Condition	Compliance Rating	Findings
246	<b>Code of Conduct clause 10.4</b> - A retailer must give a customer on request, at no charge, the general energy efficiency information specified.	Compliant – 5	Alinta's Electricity Customer Charter provides for Alinta to provide a customer, on request, with information on the most cost effective and efficient ways to utilise electricity, including typical running costs of major appliances and how to arrange an energy efficiency audit at the customer's premises.  The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008: <ul style="list-style-type: none"> <li>▪ any energy efficiency information provided to customers on request has been provided at no charge</li> <li>▪ processes were in place to refer customer enquires to external agencies to assist customers with energy efficiency enquiries.</li> </ul>
247	<b>Code of Conduct clause 10.5</b> - A retailer must give information to the customer, or refer the customer to the relevant distributor for a response, if asked by a customer for information relating to the distribution of electricity.	Compliant – 5	The Manager Customer Services confirmed that each of the Energy Sales and Energy Billing teams have the capacity to provide distribution/consumption information to customers on request. We observed that records of such requests and the provision of information are maintained in the customer database.
255	<b>Code of Conduct clause 10.9</b> - A retailer, distributor and marketer must, to the extent practicable, ensure that any written information that must be given to a customer under the Code of Conduct is expressed in clear, simple and concise language and is in a format that makes it easy to understand.	Compliant – 5	Via discussion with the Retail Services Officer – Energy Billing, walkthrough of Alinta's customer relationship management processes and observation of telephone communications, we observed that Alinta staff strive to present written information to customers in a structured format and any information given over the phone or via email is explained clearly.
256	<b>Code of Conduct clause 10.10(1)</b> - A retailer and distributor must tell a customer on request how the customer can obtain a copy of the Code of Conduct	Compliant - 5	Alinta's Electricity Customer Charter informs customers that a copy of the Code of Conduct is available at the Authority's website, or can be provided to the customer on request.
257	<b>Code of Conduct clause 10.10(2)</b> - A retailer and distributor must make electronic copies of the Code of Conduct available, at no charge, on their web sites.	Non-Compliant – 2	During the period of this audit, an electronic copy of the Code of Conduct was not located on Alinta's web-site.  We note that the Alinta Electricity Customer Charter does refer to the Code of Conduct being available on the Authority's website, in part demonstrating Alinta's accommodation of customers' needs to access the code.
	<p><b>Recommendation 5</b></p> <p>Provide a copy of the Code of Conduct on the Alinta website.</p>	<p><b>Post Audit Implementation Plan 5</b></p> <p>Alinta will provide a copy of the Code of Conduct on its website.</p> <p><b>Responsible Person:</b> General Manager - Retail Sales</p> <p><b>Target Date:</b> 31 December 2008</p>	



No.	Obligation under Condition	Compliance Rating	Findings
258	<b>Code of Conduct clause 10.10(3)</b> - A retailer and distributor must make a copy of the Code of Conduct available for inspection, at no charge, at their offices.	Compliant – 5	We observed that a copy of the Code of Conduct was available at Alinta's William St, Perth business premises at the time of the audit.
259	<b>Code of Conduct clause 10.11(1)</b> - A retailer and distributor must make available to the customer on request, at no charge, services that assist the customer in interpreting information provided by the retailer or distributor.	Compliant – 5	Through discussion with staff and observations throughout our audit, we established that Alinta's Customer Service Representatives and other customer facing staff are trained to effectively answer customer enquiries, or where relevant to escalate an enquiry to a person who is better able to assist. Throughout Alinta's standard form contract and Electricity Customer Charter, reference is made to the provision of information by Alinta at no charge.
260	<b>Code of Conduct clause 10.11(2)</b> - A retailer and, where appropriate a distributor, must include the telephone number for their special information services and for independent multi-lingual services, on the documents specified.	Non compliant - 2	We observed that telephone numbers for Alinta's special information services and for independent multi-lingual services are included on Alinta's standard form contract, Electricity Customer Charter and bills. The Manager Customer Services confirmed that such telephone numbers have not been included on correspondence such as reminder notices and disconnection warnings.
	<b>Recommendation 6</b> Establish instructions and templates which ensure notices and communications with customers include telephone numbers for Alinta's special information services and independent multi-lingual services.		<b>Post Audit Implementation Plan 6</b> Alinta will include telephone numbers for its special information services and independent multi-lingual services on the required notices. <b>Responsible Person:</b> Manager - Customer Service <b>Target Date:</b> 31 December 2008
262	<b>Code of Conduct clause 10.12(2)</b> - A retailer must, if requested by a customer, advise the customer of the availability of different types of meters or refer the customer to the relevant distributor for a response.	Compliant – 5	The Manager Customer Services confirmed that Alinta's customer contact protocols provide for queries relating to meters to be directly referred to Western Power.
263	<b>Code of Conduct clause 11.1(1) Retail Licence condition 15.1</b> - A retailer and distributor must produce and publish a Customer Service Charter.	Compliant – 5	Alinta has produced an Electricity Customer Charter for small use customers. The charter was last updated in July 2007 at which time it was approved by the Authority and published on the Authority's website.
264	<b>Code of Conduct clause 11.1(2)</b> - A retailer and distributor must address the specified information in their Customer Service Charters.	Compliant – 5	Alinta's Electricity Customer Charter addresses the following issues: <ul style="list-style-type: none"> <li>▪ a summary of the customer's rights and obligations under the Code of Conduct</li> <li>▪ a summary of Alinta's and Western Power's rights and obligations under the Code of Conduct (including, billing, connection, disconnection and reconnection procedures</li> <li>▪ an explanation of the complaints handling process</li> <li>▪ an explanation of the difference between distribution and retail functions</li> <li>▪ reference to key documents such as applicable legislation and forms of contract</li> <li>▪ contact details for Alinta's Customer Services and Electrical Emergencies services, the Authority, Director of Energy Safety and the electricity ombudsman.</li> </ul>

No.	Obligation under Condition	Compliance Rating	Findings
265	<b>Code of Conduct clause 11.2(1)</b> - A retailer and distributor must give a customer on request, at no charge, a copy of the Customer Service Charter.	Compliant - 5	The Manager Customer Services confirmed that Alinta's Electricity Customer Charter has always been available to customers upon request and at no charge. Since August 2008, the charter has been made available on Alinta's website.
266	<b>Code of Conduct clause 11.2(2)</b> - A retailer and distributor must dispatch a copy of the Customer Service Charter to a customer who requests a copy, within two business days of the request.	Compliant - 5	Via discussion with the Manager Customer Services and consideration of Alinta's customer service standards and targets, we observed that Alinta aims to address customer enquiries and requests in a timely manner, including the immediate resolution of telephone contacts. These standards include the issue of its Electricity Customer Charter either via email or dispatched by post within a period of two business days of the request.
267	<b>Code of Conduct clause 12.1(1)</b> - A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	Compliant - 3	<p>For the purposes of its electricity supply services, until the creation of a Customer Complaint Handling Process – Electricity in January 2008, Alinta utilised existing complaints handling processes in place for its gas supply services. Discussions with Energy Sales and Energy Billing staff indicate that staff have not been adequately trained in those complaint handling processes.</p> <p>Of those complaints recorded and reported during the period 1 July 2006 to 30 June 2008, records were maintained in individual customer files. However, Alinta's systems do not currently support the generation of a summary of the key details and status of each complaint.</p> <p>Although Alinta's electricity supply service is a relatively new part of Alinta's business, Alinta has a relatively small customer base and has generated a small number of customer complaints. Without an effective and well understood complaint handling process in place, there is a risk that Alinta staff do not adequately recognise, record and deal with customer complaints in accordance with the requirements of the Code of Conduct.</p> <p>The issue, recommendation and post audit implementation plan detailed for this obligation also relate to obligations 268, 269, 271, 272, 275, 276 and 294 below.</p>
	<p><b>Recommendation 7</b></p> <p>A procedure for recognising, recording and handling customer complaints in accordance with the requirements of the Code of Conduct be documented, implemented and communicated to all staff.</p>		<p><b>Post Audit Implementation Plan 7</b></p> <p>In January 2008, Alinta developed a Customer Complaint Handling Process for its electricity business. The Customer Complaint Handling Process was updated in August 2008 for:</p> <ul style="list-style-type: none"> <li>▪ ISO 1002 – 2006 Guiding principles replaced AS4269 Essential Elements</li> <li>▪ Updated methods of contact</li> <li>▪ Updated CSM involvement in process</li> </ul> <p>Alinta will identify opportunities to strengthen its communication to ensure staff are aware of the procedure for recognising, recording and handling customer complaints in accordance with the requirements of the Code.</p> <p><b>Responsible Person :</b> General Manager - Retail Sales <b>Target Date :</b> 31 March 2009</p>

No.	Obligation under Condition	Compliance Rating	Findings
268	<b>Code of Conduct clause 12.1(2)</b> - A retailer and distributor must develop, maintain and implement a complaints handling process that meets the specified requirements.	Compliant - 3	Refer to issues and recommendations raised at obligation 267 above.
269	<b>Code of Conduct clause 12.1(3)</b> - A retailer or distributor must at least provide the specified advice to a customer when handling a complaint.	Compliant - 3	Refer to issues and recommendations raised at obligation 267 above. No evidence was found of any breach or complaint in relation to this clause.
270	<b>Code of Conduct clause 12.2</b> - A retailer must comply with any guideline developed by the Authority relating to distinguishing customer queries from customer complaints.	Not rated	For the period subject to audit (to 31 May 2008), the Authority had not developed guidelines for distinguishing customer queries from customer complaints. Such guidelines were issued in October 2008. Accordingly, there was no relevant activity during this audit period.
271	<b>Code of Conduct clause 12.3</b> - A retailer, distributor and marketer must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes.	Compliant - 3	Refer to issues and recommendations raised at obligation 267 above. No evidence was found of any breach or complaint in relation to this clause.
272	<b>Code of Conduct clause 12.4</b> - A retailer, distributor or marketer who receives a complaint that does not relate to its functions, must refer the complaint to the appropriate entity and inform the customer of the referral.	Compliant - 3	Alinta's Electricity Customer Charter provides for referral of customers to the Energy Ombudsman and also explains the role of Western Power. Alinta's Customer Complaint Handling Procedure – Electricity does not provide specific guidance to staff or any third party marketer regarding referral of complaints in the event that they don't relate to Alinta's functions. Refer to issues and recommendations raised at obligation 267 above. No evidence was found of any breach or complaint in relation to this clause.
273	<b>Code of Conduct clause 13.1</b> - A retailer, distributor or marketer must keep a record or other information as required to be kept by the Code of Conduct for at least two years from the last date on which the information was recorded, unless expressly provided otherwise.	Compliant - 5	At the time of our audit, we observed that information required to be maintained by Alinta in accordance with each of sub-clauses 13.2 to 13.6 has been retained in Alinta's customer database, Gentrack system and/or relevant manual files maintained by the Manager Customer Services.

No.	Obligation under Condition	Compliance Rating	Findings
274	<b>Code of Conduct clause 13.2</b> - A retailer must keep a record of the total number of customers under the affordability and access indicators specified.	Compliant - 5	The affordability and access indicators relevant to Alinta are the total number of and percentage of its customers (all non-residential) who: <ul style="list-style-type: none"> <li>▪ are subject to an instalment plan</li> <li>▪ have been granted additional time to pay their bill under Part 6</li> <li>▪ have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill</li> <li>▪ have been reconnected at the same supply address in the same name within 7 days of having been disconnected.</li> </ul> Alinta has maintained a record of each of these indicators and reported to the Authority as part of the annual electricity performance reports for 2007/08 and 2006/07.
275	<b>Code of Conduct clause 13.3(1)</b> - A retailer must keep a record of the customer complaint indicators specified.	Compliant - 3	Alinta has maintained a record of each of the customer complaint indicators relating to non-residential customers and reported to the Authority as part of the annual electricity performance reports for 2007/08 and 2006/07. Refer also to issues and recommendations raised at obligation 267 above.
276	<b>Code of Conduct clause 13.3(2)</b> - A retailer must keep a copy of each complaint referred to in clause 13.3(1) (including complaints made directly to a marketer).	Compliant - 3	Refer to issues and recommendations raised at obligation 267 above.
277	<b>Code of Conduct clause 13.4</b> - A retailer must keep a record of the total number of payments and data on the average amount of payments made under the compensation indicators specified.	Compliant - 5	The 2006/07 and 2007/08 annual electricity performance reports issued to the Authority identify that Alinta has not made any payments under the relevant compensation indicators during the period 1 July 2006 to 30 June 2008. In these circumstances, the annual electricity performance reports act as the record of such activity.
279	<b>Code of Conduct clause 13.6</b> - A retailer must keep a record of the total number of residential and business accounts specified.	Compliant - 5	Alinta has maintained a record of the total number of business customers on its customer database and reported to the Authority as part of the annual electricity performance reports for 2006/07 and 2007/08.
291	<b>Code of Conduct clause 14.1(1)</b> - A retailer must pay the stated compensation to a customer where the customer is not reconnected in the manner specified and an exception to payment does not apply.	Not rated	As permitted by clause 1.10 of the Code of Conduct, Alinta's approved standard contract excludes Part 8 "Reconnection" from the terms of contract and conduct. Accordingly, clause 14.1(1) is not relevant to Alinta's operations for the period of this audit.
293	<b>Code of Conduct clause 14.2</b> - A retailer must pay the stated compensation to a customer where the retailer has failed to follow any of the specified procedures prior to disconnection for a failure to pay and an exception to payment does not apply.	Not rated	The 2006/07 and 2007/08 annual electricity performance reports issued to the Authority identify that Alinta has not made any such compensation payment during the period 1 July 2006 to 30 June 2008. No evidence was found of any breach or complaint in relation to this clause.

No.	Obligation under Condition	Compliance Rating	Findings
294	<b>Code of Conduct clause 14.3(1)</b> - A retailer must acknowledge and respond to a written query or complaint by a customer within the timeframes prescribed.	Compliant - 3	Refer to issues and recommendations raised at obligation 267 above. No evidence was found of any breach or complaint in relation to this clause.
295	<b>Code of Conduct clause 14.3(2)</b> - A retailer must pay the stated compensation to a customer where the retailer has failed to acknowledge or respond to a query or complaint within the timeframes prescribed and an exception to payment does not apply.	Not rated	The 2006/07 and 2007/08 annual electricity performance reports issued to the Authority identify that Alinta has not made any such compensation payment during the period 1 July 2006 to 30 June 2008. No evidence was found of any breach or complaint in relation to this clause.
298	<b>Code of Conduct clause 14.6(1)</b> - A retailer who is required to make a compensation payment for failing to satisfy a service standard, must do so in the manner specified.	Not rated	The 2006/07 and 2007/08 annual electricity performance reports issued to the Authority identify that Alinta has not made any such compensation payment during the period 1 July 2006 to 30 June 2008. No evidence was found of any breach or complaint in relation to this clause.
<b>Section 15 Electricity Industry Metering Code - Licence Conditions and Obligations</b>			
309	<b>Metering Code clause 3.5(6)</b> - A network operator may only impose a charge for providing, installing, operating or maintaining a metering installation in accordance with the applicable service level agreement between it and the user.	Not applicable	Clause is not applicable to Alinta's operations - Alinta does not operate as a network operator.
319	<b>Metering Code clause 3.11(3)</b> - A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	Compliant - 5	Via discussion with Retail Services Officer - Energy Billing we understand that in the event that Alinta receives information from a customer regarding an outage or malfunction of a metering installation, Alinta informs Western Power of the matter via the web portal. Nothing has come to our attention that indicates non-compliance with this obligation.
331	<b>Metering Code clause 3.16(5)</b> - A network operator or a user may require the other to negotiate and enter into a written service level agreement in respect to the matters in the metrology procedure dealt with under clause 3.16(4) of the Code.	Compliant - 5	Western Power has established a Metering Code service level agreement with Alinta, addressing metrology procedures outlined in the Code.

No.	Obligation under Condition	Compliance Rating	Findings
333	<b>Metering Code clause 3.18(1)</b> - If the Electricity Retail Corporation supplies electricity to a contestable customer at a connection point under a non-regulated contract, and in circumstances where immediately before entering into the contract, the electricity retail corporation supplied electricity to the contestable customer under a regulated contract, then the metering installation for the connection point must comply with the prescribed wholesale market metering installation requirements.	Not applicable	Clause is not applicable to Alinta – applies to the Electricity Retail Corporation (Synergy Energy) only.
342	<b>Metering Code clause 3.27</b> - A person must not install a metering installation on a network unless the person is the network operator or a registered metering installation provider for the network operator doing the type of work authorised by its registration.	Compliant – 5	Alinta is not a registered metering installation provider. For the purpose of its electricity retail operations, Alinta relies on Western Power to install all required metering installations. Nothing has come to our attention that indicates Alinta has breached this obligation.
349	<b>Metering Code clause 4.4(1)</b> - A network operator and affected Code participants must liaise together to determine the most appropriate way to resolve a discrepancy between energy data held in a metering installation and data held in the metering database.	Compliant – 5	Via discussion with Energy Billing and Energy Sales officers, we observed that Alinta and Western Power communicate via phone and email in order to resolve discrepancies between energy data held in a metering installation and data held in the metering database. We understand in the majority of instances, the discrepancy is investigated through Western Power’s on-site check of the meter’s reading.
350	<b>Metering Code clause 4.5(1)</b> - A Code participant must not knowingly permit the registry to be materially inaccurate.	Compliant - 5	As described at obligations 319 and 349 above, we observed that Alinta applies an established process for communicating known inaccuracies in the metering registry (including any item of standing data) to Western power via the web portal. Nothing has come to our attention that indicates non-compliance with these obligations.
351	<b>Metering Code clause 4.5(2)</b> - If a Code participant (other than a network operator) becomes aware of a change to or an inaccuracy in an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes.	Compliant - 5	
363	<b>Metering Code clause 5.4(2)</b> - A user must, when reasonably requested by a network operator, use reasonable endeavours to assist the network operator to comply with the network operator’s obligation.	Compliant – 5	The Metering Code service level agreement sets out Western Power’s service obligations. Via discussion with the Retail Services Officer - Energy Billing and Manager Customer Services and observation of operational processes involving metering services, we determined that Alinta provides necessary assistance to Western Power upon request.

No.	Obligation under Condition	Compliance Rating	Findings
365	<b>Metering Code clause 5.5(3)</b> - A user must not impose any charge for the provision of the data under this Code unless it is permitted to do so under another enactment.	Compliant – 5	The Manager Customer Services confirmed that Alinta does not charge for the provision of any information under the Metering Code. Nothing has come to our attention that indicates non-compliance with this obligation.
376	<b>Metering Code clause 5.16</b> - A user that collects or receives energy data from a metering installation must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	Not rated	For the purpose of its electricity retail operations, Alinta fully relies on Western Power to collect energy data from all customer metering installations. Nothing has come to our attention that indicates Alinta has collected or received energy data directly from a metering installation.
377	<b>Metering Code clause 5.17(1)</b> - A user must provide standing data and validated (and where necessary substituted or estimated) energy data to the user's customer, to which that information relates, where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	Compliant – 5	Via discussion with Retail Services Officer - Energy Billing and walkthrough of Alinta's billing procedures, we observed that those procedures provide for: <ul style="list-style-type: none"> <li>▪ validated energy data to be provided to the customer on the monthly bill</li> <li>▪ standing data to be provided on request.</li> </ul>
378	<b>Metering Code clause 5.18</b> - A user that collects or receives information regarding a change in the energisation status of a metering point must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	Not rated	For the purpose of its electricity retail operations, Alinta fully relies on Western Power to manage the energisation status of metering points. Nothing has come to our attention that indicates Alinta has collected or received information regarding a change in the energisation status of a metering point, other than via Western Power. Accordingly, this clause is not relevant to Alinta's activities for the period of this audit.
379	<b>Metering Code clause 5.19(1)</b> - A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere.	Compliant – 5	Via discussion with Retail Services Officer - Energy Billing and walkthrough of Alinta's customer transfer, connection and billing procedures, we observed that those procedures provide for: <ul style="list-style-type: none"> <li>▪ relevant information regarding the attributes of the customer and metering installation to be obtained from the customer</li> <li>▪ Alinta to provide necessary assistance to Western Power upon request</li> </ul>
380	<b>Metering Code clause 5.19(2)</b> - A user must, to the extent that it is able, collect and maintain a record of the address, site and customer attributes, prescribed in relation to the site of each connection point, with which the user is associated.	Compliant - 5	

No.	Obligation under Condition	Compliance Rating	Findings
381	<b>Metering Code clause 5.19(3)</b> - A user must, after becoming aware of any change in a site's prescribed attributes, notify the network operator of the change within the timeframes prescribed.	Compliant – 5	The Metering Service Centre web portal acts as the electronic communication mechanism for Alinta to notify Western Power in the event of any changes relevant to attributes of Alinta customers' and within the specific timeframes specified by the Metering Code.
382	<b>Metering Code clause 5.19(4)</b> - A user that becomes aware that there is a sensitive load at a customer's site must immediately notify the network operator's Network Operations Control Centre of the fact.	Compliant- 5	The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, Alinta has not become aware of a sensitive load at a customer's site.  The Metering Service Centre web portal acts as the electronic communication mechanism for Alinta to immediately notify Western Power in such cases.
384	<b>Metering Code clause 5.19(6)</b> - A user must use reasonable endeavours to ensure that it does notify the network operator of a change in an attribute that results from the provision of standing data by the network operator to the user.	Compliant – 5	The Metering Service Centre web portal acts as the electronic communication mechanism for Alinta to notify Western Power in the event of any changes relevant to Alinta customers' attributes.
390	<b>Metering Code clause 5.21(5)</b> - A Code participant must not request a test or audit unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	Compliant – 5	Alinta, as a code participant/user is entitled to request a test or audit of the accuracy of, energy data from, or the standing data for a metering installation.  The Metering Code Service Level Agreement with Western Power also provides for Alinta to request a test or audit.
391	<b>Metering Code clause 5.21(6)</b> - A Code participant must not make a test or audit request that is inconsistent with any access arrangement or agreement.	Compliant – 5	Nothing has come to our attention that indicates non-compliance with these obligations.
409	<b>Metering Code clause 5.27</b> - Upon request, a current user must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	Compliant – 5	Via discussion with Retail Services Officer - Energy Billing and walkthrough of Alinta's customer transfer, connection and billing procedures, we observed that those procedures provide for, if requested by Western Power, additional relevant information regarding customer attributes to be obtained from the customer and submitted to Western Power via the web portal and within two business days.



No.	Obligation under Condition	Compliance Rating	Findings
416	<b>Metering Code clause 6.1(2)</b> - A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	Compliant – 5	<p>The prescribed obligations relate to:</p> <ul style="list-style-type: none"> <li>▪ the Metering Code Communications Rules</li> <li>▪ the Metrology Procedure</li> <li>▪ a relevant Service Level Agreement</li> <li>▪ Mandatory Link Criteria.</li> </ul> <p>Alinta’s application of those rules and procedures relevant to its activities are demonstrated in its:</p> <ul style="list-style-type: none"> <li>▪ use of the Metering Service Centre web portal, in accordance with the instructions built into the system</li> <li>▪ adherence to the requirements of the Metering Service Level Agreement with Western Power, which accommodate the Metering Code Communication Rules and the Approved Metrology Procedure</li> </ul> <p>Nothing has come to our attention that indicates non-compliance with these obligations.</p>
418	<b>Metering Code clause 7.2(1)</b> - Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice communication in connection with the Code.	Compliant - 5	Via discussion with the Retail Services Officer - Energy Billing and consideration of the role of the Metering Service Centre web portal, we observed that Alinta communicates with Western Power via telephone, email, facsimile and the web portal. Western Power has been notified of Alinta’s relevant telephone number through the web portal registration.
420	<b>Metering Code clause 7.2(4)</b> - A Code participant must notify its contact details to a network operator with whom it has entered into an access contract within 3 business days after the network operator’s request.	Compliant – 5	Western Power has been notified of Alinta’s contact details through the web portal registration and the Metering Code Service Level Agreement.
421	<b>Metering Code clause 7.2(5)</b> - A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator at least 3 business days before the change takes effect.	Not rated	Alinta’s contact details have not changed since the commencement of its Electricity Retail Licence. Accordingly, this clause is not relevant to Alinta’s activities for the period of this audit.

No.	Obligation under Condition	Compliance Rating	Findings
422	<b>Metering Code clause 7.5</b> - A Code participant must not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	Compliant – 5	<p>Sub-clause 7.4 defines “confidential information” as</p> <ul style="list-style-type: none"> <li>(a) metering database information</li> <li>(b) other information which is confidential or commercially sensitive.</li> </ul> <p>Via walkthrough of the Metering Service Centre web portal, we observed that security measures are in place to limit unauthorised used of metering database information or commercially sensitive information.</p> <p>Via discussion with the Brand Manager, we understand Alinta’s confidentiality requirements are addressed in training provided to new staff.</p> <p>Nothing has come to our attention that indicates non-compliance with this clause.</p>
423	<b>Metering Code clause 7.6(1)</b> - A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	Compliant – 5	<p>Sub-clause 7.6(2) outlines the circumstances in which confidential information may or must be disclosed, including to staff and advisors who have in place appropriate confidentiality arrangements.</p> <p>Via discussion with the Brand Manager and General Manager – Retail Services, we understand:</p> <ul style="list-style-type: none"> <li>▪ Alinta applies a consistent approach to establishing confidentiality arrangements with staff and third party advisors and consultants</li> <li>▪ Alinta’s confidentiality requirements are addressed in training provided to new staff.</li> </ul> <p>Nothing has come to our attention that indicates non-compliance with this clause.</p>
424	<b>Metering Code clause 8.1(1)</b> - Representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute under or in connection with the Electricity Industry Metering Code by the negotiations in good faith.	Not rated	<p>For the purpose of this Code, “disputes” refer to metering disputes between Alinta and Western Power as the network operator, another retailer, a generator, another relevant user or the IMO.</p>
425	<b>Metering Code clause 8.1(2)</b> - If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	Not rated	<p>The Manager Customer Services confirmed that no metering disputes have arisen during the period 19 May 2006 to 31 May 2008. Accordingly, clause 8.1 is not relevant to Alinta’s activities for the period of this audit.</p>

No.	Obligation under Condition	Compliance Rating	Findings
426	<b>Metering Code clause 8.1(3)</b> - If a dispute is not resolved within 10 business days after the dispute is referred to the senior management officer, the disputing parties must refer the dispute to a senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	Not rated	
427	<b>Metering Code clause 8.1(4)</b> - If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	Not rated	For the purpose of this Code, “disputes” refer to metering disputes between Alinta and Western Power as the network operator, another retailer, a generator, another relevant user or the IMO. The Manager Customer Services confirmed that no metering disputes have arisen during the period 19 May 2006 to 31 May 2008. Accordingly, this clause is not relevant to Alinta’s activities for the period of this audit.
428	<b>Metering Code clause 8.3(2)</b> - The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective of dispute resolution with as little formality and technicality and with as much expedition as the requirements of Part 8 of the Code	Not rated	
<b>Obligations relevant to 7 January 2008 (removed from current reporting manual – effective from 8 January 2008)</b>			
127	<b>Code of Conduct clause 2.7(4)</b> - A marketing representative must inform the customer of the customer’s liability regarding electricity and any other services supplied to the customer prior to the end of a cooling off period.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
131	<b>Code of Conduct clause 2.8(4)</b> - A marketing representative must give a customer on request the contact details of the marketer.	Compliant - 5	Through discussion with the Brand Manager and Manager Energy Sales, we observed that Alinta’s contact details such as addresses and telephone number are available on stationery and the company website and all Sales and Marketing staff are aware of Alinta’s contact details. Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.

No.	Obligation under Condition	Compliance Rating	Findings
133	<b>Code of Conduct clause 2.8(6)</b> - A marketing representative must not represent that a non-standard contract is a standard form contract to a customer.	Compliant - 5	Through discussion with the Brand Manager and Manager Energy Sales and review of sample customer contracts, we observed that those contracts are not referred to as standard contracts and are formatted so that negotiated terms can be inserted.  Refer to also to issues and recommendations raised for obligations 97 and 122 above.  No evidence was found of any breach or complaint in relation to this clause.
138	<b>Code of Conduct clause 2.9(3)</b> - If a customer indicates during a telephone call that they wish to end the conversation, a marketing representative must end the conversation as soon as practicable and not attempt to contact the customer for the purposes of marketing for the next 30 days unless the customer agrees otherwise.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above.  No evidence was found of any breach or complaint in relation to this clause.
139	<b>Code of Conduct clause 2.9(4)</b> - A marketing representative must not make a telephone call outside the permitted call times, unless requested by a customer.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above.  No evidence was found of any breach or complaint in relation to this clause.
140	<b>Code of Conduct clause 2.9(5)</b> - A marketing representative must ensure that a telephone call does not continue for more than 15 minutes past the end of the permitted call times without the customer's verifiable consent.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above.  No evidence was found of any breach or complaint in relation to this clause.
143	<b>Code of Conduct clause 2.10(2)</b> - A marketing representative must offer the information specified in writing to the customer when marketing at a customer's premises, as soon as practicable.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above.  No evidence was found of any breach or complaint in relation to this clause.
144	<b>Code of Conduct clause 2.10(3)</b> - A marketing representative must wear a clearly visible and legible identity card showing the information specified when marketing at a customer's premises.	Compliant – 4	Via discussion with the Brand Manager and Manager Energy Sales, we understand that Alinta staff carry photographic identity cards.  Refer to issues and recommendations raised for obligations 97 and 122 above.  No evidence was found of any breach or complaint in relation to this clause.

No.	Obligation under Condition	Compliance Rating	Findings
149	<b>Code of Conduct clause 2.11(1)</b> - A marketing representative must provide the information specified verbally when meeting a customer, as soon as practicable, and after having identified the purpose of the contact, ask if the customer wishes to proceed further.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
150	<b>Code of Conduct clause 2.11(2)</b> - A marketing representative must offer the information specified in writing when meeting a customer, as soon as practicable.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
151	<b>Code of Conduct clause 2.11(3)</b> - A marketing representative must wear a clearly visible and legible identity card showing the information specified when meeting a customer.	Compliant - 4	Via discussion with the Brand Manager and Manager Energy Sales, we understand that Alinta staff carry photographic identity cards. Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
152	<b>Code of Conduct clause 2.11(4)</b> - A marketing representative must ensure that a meeting with a customer does not occur outside the permitted call times, unless requested by a customer.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
153	<b>Code of Conduct clause 2.11(5)</b> - A marketing representative must ensure that the meeting does not continue for more than 15 minutes past the end of the permitted call times, without the customer’s verifiable consent.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
155	<b>Code of Conduct clause 2.12(1)</b> - A marketing representative must provide the information specified to the customer when marketing by electronic means.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
163	<b>Code of Conduct clause 2.14(1)</b> - A marketer or marketing representative must only collect and use personal information in the course of marketing for the marketing purposes of the retailer.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.

No.	Obligation under Condition	Compliance Rating	Findings
164	<b>Code of Conduct clause 2.14(2)</b> - A marketer or marketing representative must collect personal information directly from the customer to whom it relates unless written consent has been provided or the information relates to the customer's credit history.	Compliant – 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
165	<b>Code of Conduct clause 2.14(3)</b> - A marketer or marketing representative must not disclose personal information collected for marketing purposes to another person unless the specified conditions are satisfied.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
170	<b>Code of Conduct clause 2.14(8)</b> - A marketer and a marketing representative must comply with the National Privacy Principles.	Compliant – 5	Through discussion with the Brand Manager and Manager Energy Sales and consideration of Alinta's Privacy Policy, we observed that: <ul style="list-style-type: none"> <li>▪ Alinta sets out its obligations for complying with the National Privacy Principles as set out in the Privacy Act</li> <li>▪ training provided to energy sales officers (and where appropriate, third party marketing employees) incorporates the requirements of Alinta's Privacy Policy incorporating the Privacy act.</li> </ul>
186	<b>Code of Conduct clause 4.7(2)</b> - A retailer must base an estimated bill on the criteria specified.	Compliant – 5	Via walkthrough of Alinta's customer billing processes and discussion with the Retail Services Officer – Energy Billing, we observed that those processes provide for a consumption report and comparison of data to be undertaken to deliver an estimated bill. This method complies with sub-clause 4.7(2)(b), applicable to 7 January 2008.
283	<b>Code of Conduct clause 10.10(4)</b> - A retailer and distributor must inform a customer of any material amendment to the Code of Conduct that affects the customer's rights and obligations.	Not rated	This obligation was removed from the Code of Conduct in the major revision coming into effect from 8 January 2008. For the period 19 May 2006 to 7 January 2008, there were no material changes to the Code of Conduct.
291	<b>Code of Conduct clause 11.2(2)</b> - A retailer and distributor must make available to contestable customers, at no charge, a copy of the Customer Service Charter.	Compliant – 5	The Manager Customer Services confirmed that Alinta's Electricity Customer Charter has always been available to customers upon request and at no charge. Since August 2008, the charter has been made available on Alinta's website.
297	<b>Code of Conduct clause 12.2(1)</b> - A retailer, distributor and marketer must develop a guideline that assists their staff in delineating customer queries and complaints, and provides for the classification of customer complaints.	Compliant - 3	The issues and recommendations raised for obligations 267 above also apply to each of the applicable obligations 297 to 302, which were relevant to 7 January 2008.

No.	Obligation under Condition	Compliance Rating	Findings
298	<b>Code of Conduct clause 12.2(2)</b> - A retailer and distributor must refer to their respective guidelines in their Customer Service Charter.	Compliant – 5	Alinta’s Electricity Customer Charter addresses the following issues: <ul style="list-style-type: none"> <li>▪ a summary of Alinta’s and Western Power’s rights and obligations under the Code of Conduct (including, billing, connection, disconnection and reconnection procedures</li> <li>▪ an explanation of the difference between distribution and retail functions</li> <li>▪ reference to key documents such as applicable legislation and forms of contract.</li> </ul>
301	<b>Code of Conduct clause 12.5(1)</b> - A retailer, distributor and marketer must keep a record of each complaint and provide information regarding the complaint to the Authority or electricity ombudsman upon request.	Compliant - 3	The issues and recommendations raised for obligation 267 above also apply to each of the applicable obligations 297 to 302, which were relevant to 7 January 2008.
302	<b>Code of Conduct clause 12.5(2)</b> - A retailer, distributor and marketer must keep records of complaints and dispute resolution for at least three years after the date on which the complaint was resolved.	Compliant - 3	The issues and recommendations raised for obligation 267 above also apply to each of the applicable obligations 297 to 302, which were relevant to 7 January 2008.

### 3.1 Obligations re-assessed as applicable

As a result of the audit work performed, the risk assessment presented in the audit plan has been modified to reflect the following aspects of the Code of Conduct, which were confirmed to be applicable to Alinta's operations and licence obligations.

No.	Obligation under Condition	Compliance Rating	Findings
12 Code of Conduct – Licence Conditions and Obligations			
113	<b>Code of Conduct clause 2.1</b> - A marketer must ensure that its marketing representatives comply with Part 2 of the Code of Conduct.	Compliant - 3	Refer to issues and recommendations raised for obligations 97 and 122 in section 3 above.
114	<b>Code of Conduct clause 2.2</b> - A marketer must ensure that standard and non-standard contracts are entered into in the manner and satisfying the conditions specified.	Compliant - 5	As detailed at obligation 88 above, we observed that Alinta's processes and procedures require its established non-standard contract "Alinta Commercial Electricity Sale Agreement Application and Contract" and associated terms and conditions to be applied to each of its customers. Via walkthrough of Alinta's sales and contract establishment processes, we also observed that Alinta requires: <ul style="list-style-type: none"> <li>▪ all contracts to be in writing, via non-standard contracts and associated terms and conditions</li> <li>▪ the customer to declare in writing that they have read that contract form and terms and conditions.</li> </ul>
124	<b>Code of Conduct clause 2.5(3)</b> - A marketing representative must ensure that the inclusion of concessions is made clear to customers and any prices that exclude concessions are disclosed.	Not rated	Via walkthrough of Alinta's sales and contract establishment processes, we observed that Alinta requires all contracts to be in writing using the Alinta Commercial Electricity Sale Agreement Application and Contract form and associated terms and conditions.
126	<b>Code of Conduct clause 2.5(5)</b> - A marketer must ensure that a customer is able to contact the marketer on the marketer's telephone number during normal business hours for the purposes of enquiries, verifications and complaints.	Compliant - 5	Via discussion with the Brand Manager and Manager Energy Sales, we determined that Alinta's Sales and Marketing team are contactable on the advertised 13 13 58 number during office hours (9am-5pm).
133	<b>Code of Conduct clause 2.6(7) and 2.6(8)</b> - Except in response to a customer request or query, a marketer must keep the specified records each time it initiates contact with a customer for the purposes of marketing.	Compliant - 5	Via walkthrough of Alinta's sales and contract establishment processes and discussion with the Brand Manager and Manager Energy Sales, we observed that records of visits or calls to customers are recorded into the customer information system.



No.	Obligation under Condition	Compliance Rating	Findings
134	<b>Code of Conduct clause 2.7(1)</b> - Where the customer requests not to be contacted for the purposes of marketing a marketer must ensure that a customer is not contacted on its behalf in relation to the supply of electricity for a period of 2 years unless: the customer requests the contact; or the customer has moved premises; or a marketer has a legal obligation to contact the customer.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
135	<b>Code of Conduct clause 2.7(2)</b> - A marketer must keep a record of each customer who has requested not to be contacted, that includes specified information.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
136	<b>Code of Conduct clause 2.7(3)</b> - A marketer must give a copy of the record to the Electricity Ombudsman or the Authority on request.	Not rated	The Manager Customer Services confirmed that during the period 19 May 2006 to 31 May 2008, Alinta had not received a request from the Electricity Ombudsman or the Authority for a record of customers who have requested not to be contacted.
137	<b>Code of Conduct clause 2.7(4)</b> - A marketer must provide the customer on request with written confirmation that the customer will not be contacted for the next two years.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
143	<b>Code of Conduct clause 4.2(2)</b> - A retailer may only place a customer on a shortened billing cycle, without the customer's verifiable consent, in the circumstances specified.	Not rated	As permitted by clause 1.10 of the Code of Conduct, Alinta's non-standard contracts exclude clause 4.2 "Shortened billing cycle" from the terms of contract and conduct. Accordingly, clauses 4.2 (2) to 4.2(6) are not relevant to Alinta's operations for the period of this audit.
144	<b>Code of Conduct clause 4.2(3)</b> - A retailer must give the customer written notice of a decision to shorten the customer's billing cycle within 10 business days of making the decision.	Not rated	
145	<b>Code of Conduct clause 4.2(4)</b> - A retailer must ensure that a shortened billing cycle is for a period of at least 10 business days.	Not rated	

No.	Obligation under Condition	Compliance Rating	Findings
146	<b>Code of Conduct clause 4.2(5)</b> - A retailer must return a customer, who is subject to a shortened billing cycle and has paid three consecutive bills by the due date, on request, to the billing cycle that previously applied to the customer.	Not rated	As permitted by clause 1.10 of the Code of Conduct, Alinta's non-standard contracts exclude clause 4.2 "Shortened billing cycle" from the terms of contract and conduct. Accordingly, clauses 4.2 (2) to 4.2(6) are not relevant to Alinta's operations for the period of this audit.
147	<b>Code of Conduct clause 4.2(6)</b> - A retailer must inform a customer, who is subject to a shortened billing cycle, at least once every three months, of the conditions upon which a customer can be returned to its previous billing cycle.	Not rated	
148	<b>Code of Conduct clause 4.3(1)</b> - In respect of any 12 month period, on receipt of a request by a customer, a retailer may provide a customer with estimated bills under a bill smoothing arrangement.	Not rated	As Alinta's contractual arrangements with each of its customers do not provide for bill smoothing, clause 4.3 is not relevant to Alinta's operations for the period of this audit.
149	<b>Code of Conduct clause 4.3(2)</b> - If a retailer provides a customer with estimated bills under a bill smoothing arrangement the retailer must ensure that the conditions specified are met.	Not rated	
163	<b>Code of Conduct clause 4.12(1)</b> - A retailer must change the customer to an alternate tariff within the period specified if the customer applies to receive an alternate tariff and demonstrates to the retailer that they satisfy the conditions of eligibility.	Not rated	As Alinta's contractual arrangements with each of its customers provide for an agreed price arrangement, with no provision for alternative tariffs, clauses 4.12 and 4.13 are not relevant to Alinta's operations for the period of this audit.
164	<b>Code of Conduct clause 4.13</b> - A retailer must give the customer written notice prior to changing the customer to an alternative tariff if the customer's electricity use has changed and the customer is no longer eligible to continue to receive an existing, more beneficial tariff.	Not rated	

No.	Obligation under Condition	Compliance Rating	Findings
Obligations relevant to 7 January 2008 (removed from current reporting manual – effective from 8 January 2008)			
114	<b>Code of Conduct clause 2.2(1)</b> - A marketer must ensure that each marketing representative acting on its behalf undertakes appropriate training and testing so that each marketing representative understands Part 2 of the Code of Conduct and has the abilities, knowledge and understanding specified.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
115	<b>Code of Conduct clause 2.2(3)</b> - A marketer must ensure that each marketing representative acting on its behalf is given a copy of the Code of Conduct.	Compliant - 4	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
116	<b>Code of Conduct clause 2.2(4)</b> - A marketer must keep training manuals and records of training undertaken by its marketing representatives.	Compliant - 3	Refer to issues and recommendations raised for obligations 97 and 122 above. No evidence was found of any breach or complaint in relation to this clause.
117	<b>Code of Conduct clause 2.3(1)</b> - A marketer must give the stated contact details to the Authority and ensure that those contact details are kept up to date.	Compliant - 5	Through review of the Authority's web site, we observed that since the issue of the Licence, the Authority has held Alinta's contact details, being name, business address and telephone number.
118	<b>Code of Conduct clause 2.3(3)</b> - A marketer must give to the Authority on request the name, street address of the place of work and telephone number of each marketing representative acting on its behalf.	Not rated	The Manager Customer Services confirmed that during the period 19 May 2006 to 7 January 2008, Alinta did not receive a request from the Authority for the contact details of marketing representatives acting on Alinta's behalf.
134	<b>Code of Conduct clause 2.8(7)</b> - A marketer must ensure that any comparisons and claims made by a retailer are timely, accurate and verifiable.	Compliant - 5	Via walkthrough of Alinta's sales and contract establishment process and discussion with the Brand Manager, we observed that any comparisons or claims made by Alinta are first subjected to review and verification by Alinta's legal advisers.
141	<b>Code of Conduct clause 2.9(6)</b> - A marketer must keep the specified records regarding each telephone call made on behalf of the marketer.	Compliant - 5	Via discussion with the Brand Manager and Manager Energy Sales and consideration of the Alinta's use of its customer information system, we determined that records of marketing related telephone calls are recorded on the customer information system.
154	<b>Code of Conduct clause 2.11(6)</b> - A marketer must keep the specified records about a meeting with a customer.	Compliant - 5	Via walkthrough of Alinta's sales and marketing process, discussion with the Manager Energy Sales and examination of records of business development events, we observed that: <ul style="list-style-type: none"> <li>▪ Alinta's records of business development events include details of customers invited to and attending the event, the date and location of the event and Alinta staff in attendance at the event</li> <li>▪ otherwise, Alinta staff do not hold meetings for the purposes of marketing with prospective customers other than at the customer's or Alinta's premises.</li> </ul>

No.	Obligation under Condition	Compliance Rating	Findings
156	<i>Code of Conduct clause 2.12(2)</i> - A marketer must not attempt to contact the customer for the purposes of marketing for 30 days after the customer indicates that the customer does not wish to proceed, unless the customer agrees otherwise.	Compliant - 5	Through discussion with the Energy Sales Executive and walkthrough of the sales and contract establishment processes, we observed that in the event where a marketing related call to the customer is unsuccessful, Alinta's procedures require the customer not to be called again for a period of 30 days and the customer information system to be updated to reflect this information.
157	<i>Code of Conduct clause 2.12(3)</i> - A marketer must keep the specified records about each contact or attempted contact with a customer.	Compliant - 5	No evidence was found of any breach or complaint in relation to these clauses.
166	<i>Code of Conduct clause 2.14(4)</i> - A marketer must use reasonable endeavours to protect personal information held by the marketer from misuse, loss, unauthorised access or modification.	Compliant - 5	<p>Through discussion with the Brand Manager and Manager Energy Sales and consideration of Alinta's Privacy Policy, we observed that:</p> <ul style="list-style-type: none"> <li>▪ Alinta sets out its obligations for complying with the National Privacy Principles as set out in the Privacy Act</li> <li>▪ training provided to energy sales officers incorporates the requirements of Alinta's Privacy Policy.</li> </ul> <p>No evidence was found of any breach or complaint in relation to these clauses</p>
167	<i>Code of Conduct clause 2.14(5)</i> - A marketer who holds personal information must give the customer the opportunity, on request, to review the information and correct any errors in it.	Compliant - 5	
168	<i>Code of Conduct clause 2.14(6)</i> - A marketer must give the customer reasons why the customer cannot review the personal information if prevented by law from giving the customer the opportunity to review the information.	Compliant - 5	
169	<i>Code of Conduct clause 2.14(7)</i> - A marketer must keep a record of each consent given by a customer.	Compliant - 5	
261	<i>Code of Conduct clause 10.1(1)</i> - A retailer must give notice to a customer of its tariffs and any variations in its tariffs in the Government Gazette, in a local newspaper or by notice to each customer.	Compliant - 5	As prices are separately negotiated for each of Alinta's customers, Alinta has not established standard tariffs and does not publish available tariffs. Accordingly, all variations in prices are negotiated separately with each customer, giving rise to timely notice of variations.

## 3.2 Obligations assessed as not applicable

The following obligations were assessed as not applicable to Alinta's operations and were therefore not subject to audit.

No.	Obligation under Condition	Reason for being assessed as not applicable
<b>Section 6 Type 1 Reporting Obligations</b>		
228	<b>Code of Conduct clause 9.5(1)</b> - A retailer must not operate a pre-payment meter at the supply address of a residential customer if the residential customer, or a person residing at the residential customer's supply address, requires life support equipment.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
229	<b>Code of Conduct clause 9.5(2)</b> - If a pre-payment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must undertake the actions specified.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
<b>11 Electricity Industry (Licence Conditions) Regulations – Licence Conditions and Obligations</b>		
78	<b>Regulation 6</b> - The electricity corporation must offer to purchase renewable source electricity, under an approved contract, from an eligible customer who wishes to sell such electricity to the corporation.	Clause relates to former Western Power entities only.
79	<b>Regulation 7</b> - The electricity corporation must, as soon as practicable after the end of each financial year, submit a written report to the Coordinator regarding its costs in purchasing renewable source electricity under approved contracts.	Clause relates to former Western Power entities only.
80	<b>Regulation 8(8)</b> - The electricity corporation must comply with a direction given by the Coordinator under regulation 8(5) of the Electricity Industry (Licence Conditions) Regulations to submit an appropriate amendment to its contract to provide for the purchase of renewable source electricity.	Clause relates to former Western Power entities only.
<b>12 Code of Conduct – Licence Conditions and Obligations</b>		
181	<b>Code of Conduct clause 5.5</b> - A retailer must, at no charge, offer a residential customer a redirection of the customer's bill to a third person, if requested by a customer who is unable to pay by a minimum payment method, due to illness or absence.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
182	<b>Code of Conduct clause 5.6(1)</b> - A retailer must not charge a residential customer a late payment fee in the circumstances specified.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
183	<b>Code of Conduct clause 5.6(2)</b> - A retailer must not charge an additional late payment fee in relation to the same bill within five business days from the date of receipt of the previous late payment fee notice.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.

No.	Obligation under Condition	Reason for being assessed as not applicable
184	<b>Code of Conduct clause 5.6(3)</b> - A retailer must not charge a residential customer more than two late payment fees in relation to the same bill.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
191	<b>Code of Conduct clause 6.1(1)</b> - A retailer must assess whether a residential customer is experiencing payment difficulties or financial hardship, within three business days from when the residential customer informs a retailer that they are experiencing payment problems.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
192	<b>Code of Conduct clause 6.1(2)</b> - A retailer must give reasonable consideration to the information and advice specified when undertaking an assessment regarding payment difficulties or financial hardship.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
193	<b>Code of Conduct clause 6.1(3)</b> - A retailer must advise a residential customer on request of the details of an assessment.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
194	<b>Code of Conduct clause 6.2(1)</b> - A retailer may not unreasonably deny a residential customer's request for a temporary suspension of actions in the circumstances specified.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
195	<b>Code of Conduct clause 6.2(2)</b> - A retailer must allow a temporary suspension of actions for a period of at least 10 days.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
196	<b>Code of Conduct clause 6.2(3)</b> - A retailer must give reasonable consideration to a request by a relevant consumer representative organisation to allow additional time to assess a residential customer's capacity to pay.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
197	<b>Code of Conduct clause 6.3</b> - A retailer must offer the alternative payment arrangements, and advise the residential customers that additional assistance may be available, in circumstances where a residential customer is assessed as experiencing payment difficulties or financial hardship.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
198	<b>Code of Conduct clause 6.4(1)</b> - A retailer must offer a residential customer who is experiencing payment difficulties or financial hardship at least the specified payment arrangements.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
199	<b>Code of Conduct clause 6.4(2)</b> - A retailer must take into account and specify the stated information and take the specified actions when offering an instalment plan to a residential customer experiencing payment difficulties or financial hardship.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
200	<b>Code of Conduct clause 6.6(1)</b> - A retailer must give reasonable consideration to a request by a customer, or a relevant consumer representative organisation, for a reduction of the customer's fees, charges, or debt.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.

No.	Obligation under Condition	Reason for being assessed as not applicable
201	<b>Code of Conduct clause 6.6(2)</b> - In giving reasonable consideration under clause 6.6(1), a retailer should refer to the guidelines in its hardship policy referred to in clause 6.10(2)(c) and 6.10(2)(d).	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
202	<b>Code of Conduct clause 6.7</b> - A retailer must give reasonable consideration to offering a customer an instalment plan or offering to revise an existing instalment plan, in circumstances where it is reasonably demonstrated to the retailer that the customer is unable to meet its previously elected payment arrangement.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
203	<b>Code of Conduct clause 6.8</b> - A retailer must advise the customer of the specified assistance information.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
204	<b>Code of Conduct clause 6.9(1)</b> - A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representative organisations.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
205	<b>Code of Conduct clause 6.9(2)</b> - A retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
206	<b>Code of Conduct clause 6.10(1)</b> - A retailer must develop a hardship policy to assist customers in meeting their financial obligations and responsibilities to the retailer.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
207	<b>Code of Conduct clause 6.10(2)</b> - A retailer must ensure that the hardship policy complies with the specified criteria.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
208	<b>Code of Conduct clause 6.10(4)</b> - A retailer must give a customer, financial counsellor or relevant consumer representative organisation, on request, details of the financial hardship policy, at no charge.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
209	<b>Code of Conduct clause 6.11</b> - A retailer must keep a record of the specified information related to the hardship policy.	Clause applies to residential customers only. Alinta is precluded from supplying residential customers.
224	<b>Code of Conduct clause 9.3(1)</b> - A retailer must not operate a pre-payment meter at a residential customer's supply address without the verifiable consent of the customer or its nominated representative.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
225	<b>Code of Conduct clause 9.3(2)</b> - A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).

No.	Obligation under Condition	Reason for being assessed as not applicable
226	<b>Code of Conduct clause 9.4</b> - A retailer must provide the prescribed information to a pre-payment meter customer in the manner stated at no charge.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
227	<b>Code of Conduct clause 9.5(1)</b> - A retailer must not operate a pre-payment meter at the supply address of a residential customer if the residential customer, or a person residing at the residential customer's supply address, requires life support equipment.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
228	<b>Code of Conduct clause 9.5(2)</b> - If a prepayment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must undertake the actions specified.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
229	<b>Code of Conduct clause 9.6</b> - A retailer must ensure that recharge facilities are located and capable of being accessed in the manner specified.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
230	<b>Code of Conduct clause 9.7</b> - A retailer must ensure that the pre-payment meter customer receives a benefit of a concession if the pre-payment meter customer demonstrates to the retailer that the customer is entitled to receive a concession.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
231	<b>Code of Conduct clause 9.8</b> - A retailer must ensure that a pre-payment meter provides an emergency credit amount to the value of at least ten dollars.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
232	<b>Code of Conduct clause 9.9(1)</b> - A retailer must ensure that a pre-payment meter customer (including a pre-payment meter customer who has vacated the supply address) can retrieve all remaining credit at the time the customer vacates the supply address, in circumstances where notification of the proposed vacation date has been provided.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
233	<b>Code of Conduct clause 9.9(2)</b> - If a pre-payment meter customer has been overcharged as a result of an act or omission of a retailer or distributor, the retailer must use its best endeavours to inform the pre-payment meter customer accordingly within 10 business days of the retailer becoming aware of the error and seek reimbursement instructions from the customer.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
234	<b>Code of Conduct clause 9.9(3)</b> - The retailer must pay the amount in accordance with the pre-payment meter customer's instructions within 12 business days of receiving the instructions.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).



No.	Obligation under Condition	Reason for being assessed as not applicable
235	<i>Code of Conduct clause 9.9(4)</i> - If a retailer does not receive reimbursement instructions within 20 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
236	<i>Code of Conduct clause 9.9(6)</i> - If a retailer proposes to recover an amount undercharged as a result of an act or omission by the retailer or distributor, the retailer must comply with the conditions specified.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
237	<i>Code of Conduct clause 9.10</i> - A retailer must ensure that supply is recommenced through a pre-payment meter after self-disconnection as soon as information is communicated to the pre-payment meter that a payment causing a positive financial balance of the account has been made.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).
241	<i>Code of Conduct clause 10.2(1)</i> - A retailer must, on request, give a non-contestable customer its billing data.	Clause applies to non-contestable customers only. Alinta is precluded from supplying non-contestable customers.
242	<i>Code of Conduct clause 10.2(2)</i> - A retailer must give the requested billing data at no charge in the circumstances specified.	Clause applies to non-contestable customers only. Alinta is precluded from supplying non-contestable customers.
243	<i>Code of Conduct clause 10.2(3)</i> - A retailer must give the requested billing data within 10 business days of the receipt of the request or payment of the retailer's reasonable charge for providing the billing data	Clause applies to non-contestable customers only. Alinta is precluded from supplying non-contestable customers.
244	<i>Code of Conduct clause 10.2(4)</i> - A retailer must keep a non-contestable customer's billing data for seven years.	Clause applies to non-contestable customers only. Alinta is precluded from supplying non-contestable customers.
278	<i>Code of Conduct clause 13.5</i> - A retailer must keep a record of the call centre performance indicators specified.	Alinta does not utilise a call centre.
280	<i>Code of Conduct clause 13.7</i> - A retailer must keep a record of the number of pre-payment meter customers and complaints information specified.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).

Obligations relevant to 7 January 2008 (removed from current reporting manual – effective from 8 January 2008)		
259	<i>Code of Conduct clause 9.11(1)</i> - A retailer must keep a record of the pre-payment meter indicators specified.	Alinta is precluded from supplying pre-payment meter customers (which relate to customers in the remote or town reserve communities addressed in Part 9 of the Code of Conduct).

# Appendix A – Audit plan

**Alinta Sales Pty Ltd**  
**Electricity Retail Licence**  
**ERL6**  
**2008 Performance Audit**

**Audit Plan**  
26 September 2008

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# Introduction

## Overview

The Economic Regulation Authority (**the Authority**) has issued Alinta Sales Pty Ltd (**Alinta Sales**) an electricity retail licence (**the Licence**) pursuant the provisions of the *Electricity Industry Act 2004* (**Electricity Act**).

Section 13 of the Electricity Act requires Alinta Sales to provide the Authority with a performance audit (**the audit**) conducted by an independent expert acceptable to the Authority every 24 months. Deloitte Touche Tohmatsu (**Deloitte**) is the nominated auditor approved by the Authority for the audit.

This plan is prepared in accordance with the Authority's *Audit Guidelines: Electricity, Gas and Water Licences* (**Audit Guidelines**), which describes the expected scope of work and conduct of the audit.

In accordance with the Audit Guidelines this document represents the Audit Plan that is to be agreed upon by Deloitte and Alinta Sales and presented to the Authority for approval.

## Audit Objectives

The objective of the performance audit is derived from the Electricity Act. The following sections of the Electricity Act define the requirements of the licensee:

- section 13(1) of the Electricity Act requires Alinta Sales to provide the Authority with a performance audit conducted by an independent expert (Deloitte) acceptable to the Authority. The performance audit is defined as an examination of the measures taken by Alinta Sales to meet the criteria specified in its Electricity Retail Licence.

The audit is designed to provide reasonable assurance regarding the assessment of appropriateness, effectiveness and efficiency associated with Alinta Sales' compliance with its Licence. The audit will specifically consider the following:

- a) process compliance: the effectiveness of systems and procedures in place throughout the audit period, including assessing the adequacy of internal controls
- b) outcome compliance: the actual performance against standards prescribed in the Licence throughout the audit period
- c) output compliance: the existence of the output from systems and procedures throughout the audit period (that is, proper records exist to provide assurance that procedures are being consistently followed and controls are being maintained)
- d) integrity of performance reporting: the completeness and accuracy of the performance reporting to the Authority
- e) compliance with any individual licence conditions: the requirements imposed on Alinta Sales by the Authority or specific issues for follow-up that are advised by the Authority.

## Audit Scope

Section 13(2) of the Electricity Act states that “A performance audit is an audit of the effectiveness of measures taken by the licensee to meet the performance criteria specified in the Licence”.

Performance criteria is further defined in the Licence to mean:

- the terms and conditions of the Licence
- any other relevant matter in connection with the applicable legislation that the Authority determines should form part of the performance audit.

Applicable legislation encompasses the following:

- the *Electricity Industry Act 2004 (WA)*.
- the following Regulations:
  - *Electricity Industry (Code of Conduct) Regulations 2005;*
  - *Electricity Industry (Licence Conditions) Regulations 2005*
  - *Electricity Industry (Licensing Fees) Regulations 2005*
  - *Electricity Industry (Obligation to Connect) Regulations 2005*
  - *Electricity Industry (Ombudsman) Regulations 2005*
  - any regulations in force from time to time made pursuant to *the Act*.
- the following Codes:
  - *Electricity Industry Customer Transfer Code 2004*
  - *Electricity Networks Access Code 2004*
  - *Reliability and Quality of Supply Code 2005*
  - *Code of Conduct (for the Supply of Electricity to Small Use Customers)*
  - a code prepared by the Authority or the Minister pursuant to section 39 of the Act.

The Authority’s *Electricity Compliance Reporting Manual (Reporting Manual)* provides further guidance on those aspects of the Licence and Alinta Sales’ performance criteria, which the Authority expects to be reported and included in the scope of the performance audit.

The Reporting Manual was revised in March 2008, primarily to accommodate a revision of the Code of Conduct (for the Supply of Electricity to Small Use Customers), effective from 8 January 2008. This revision resulted in:

- a number of new obligations (added to the revised Code of Conduct) effective from 8 January 2008
- a number of obligations (removed from the Code of Conduct) being effective to 7 January 2008 only
- many of the remaining Code of Conduct obligations being renumbered.

The performance audit is to cover the period from 19 May 2006 to 31 May 2008 inclusive and is to consider all obligations relating to both the existing and superseded versions of the Code of Conduct.

# Audit Approach

The audit will be conducted in three distinct phases, being a risk assessment, systems analysis and testing & review. From the audit results, a report will be produced to outline findings, overall compliance assessments and recommendations for improvement. Each step of the audit is discussed in detail below.

## Risk assessment

The audit will focus on identifying or assessing those activities and management control systems to be examined and the matters subject to audit. Therefore, the purpose of conducting the risk assessment as a preliminary phase enables the auditor to focus on pertinent/high risk areas of Alinta Sales' licence obligations. The level of risk and materiality of the process will determine the level of audit required (**Table 3**) e.g. the greater the materiality and the higher the risk, the more effort will be applied.

The table presented below outlines the first step in assessing the risk using the ratings indicated within the Authority's audit guidelines. The inherent risk rating is a 3-point matrix which provides an assessment of the consequence and likelihood of relevant risk events.

**Table 1: Inherent risk rating**

Inherent Risk Rating			
Likelihood	Consequence		
	Minor	Moderate	Major
Likely	Medium	High	High
Probable	Low	Medium	High
Unlikely	Low	Medium	High

Each licence obligation is allocated a classification rating by the Authority, which results in a standard consequence risk rating, see Table 2.



**Table 2: Risk Types and Classification**

<b>Rating</b>	<b>Classification of Non-Compliance</b>	<b>Criteria for classification</b>
<b>1</b>	<b>Major</b>	Classified on the basis that: <ul style="list-style-type: none"> <li>▪ the consequences of non-compliance would cause major damage, loss or disruption to customers; or</li> <li>▪ the consequences of non-compliance would endanger or threaten to endanger the safety or health of a person.</li> </ul>
<b>2</b>	<b>Moderate</b>	Classified on the basis that: <ul style="list-style-type: none"> <li>▪ the consequences of non-compliance impact the efficiency and effectiveness of the licensee's operations or service provision but do not cause major damage, loss or disruption to customers; or</li> <li>▪ the regulatory obligation is not otherwise classified as a Type 1 or a Type NR non-compliance.</li> </ul>
<b>NR</b>	<b>Minor</b>	Classified on the basis that: <ul style="list-style-type: none"> <li>▪ the consequences of non-compliance are relatively minor – i.e. non-compliance will have minimal impact on the licensee's operations or service provision and do not cause damage, loss or disruption to customers; or</li> <li>▪ compliance with the obligation is immeasurable; or</li> <li>▪ the non-compliance is required to be reported to the Regulator under another instrument, guideline or code 6; or</li> <li>▪ the non-compliance is identified by a party other than the licensee; or</li> <li>▪ the licensee only needs to use its reasonable endeavours or best endeavours to achieve compliance or where the obligation does not otherwise impose a firm obligation on the licensee.</li> </ul> <p>Reclassification of Type NR as a Type 2 may occur in circumstances of:</p> <ul style="list-style-type: none"> <li>▪ systemic non-compliance; or</li> <li>▪ a failure to resolve non-compliance promptly.</li> </ul>

Once the level of inherent risk has been determined, the adequacy of existing controls is to be determined. Controls will be assessed and prioritised as high, medium or low in order of their suitability to mitigate the risks identified previously. This will give a level of control risk.

Once assessed, this enables the audit priority to be determined. Essentially, the higher the level of risk the more substantive the audit testing becomes.

**Table 3: Assessment of Audit Priority**

Inherent Risk	Control Risk		
	High (weak controls)	Medium	Low (strong controls)
High	Audit Priority 1	Audit Priority 2	
Medium	Audit Priority 3	Audit Priority 4	
Low	Audit Priority 5		

The risk assessment will be discussed with stakeholders to gain their input as to the appropriateness of the comments, such as any factual inaccuracies, and for comment on the ratings. At this stage, the risk assessment can only be a preliminary assessment based on reading of documentation and interviews by the auditors. It is possible that the ratings and risk assessment comments may be revised as we conduct our work and new evidence comes to light. Accordingly the risk assessment is a preliminary document, not a final report, and no reliance should be placed upon its findings. It is however an invaluable tool for focussing the audit effort.

The risk assessment is attached at Appendix A. To accommodate the 8 January 2008 revision to the Code of Conduct, the risk assessment distinguishes the:

- new obligations, effective from 8 January 2008 - in bold type
- obligations effective to 7 January 2008 only – as a separate table at the rear of the assessment.

The following table outlines the audit requirement for each level of audit priority. The testing can range from extensive substantive testing around the controls and activities of particular processes to confirming the existence of controls through discussions with relevant staff.

**Table 4: Audit Priority Table**

Priority Rating and Resulting Audit Procedures	
Rating	Audit requirement
Audit Priority 1	<ul style="list-style-type: none"> <li>▪ Controls testing and extensive substantive testing of activities and/or transactions</li> <li>▪ Follow-up and if necessary, re-test matters previously reported.</li> </ul>
Audit Priority 2	<ul style="list-style-type: none"> <li>▪ Controls testing and moderate substantive testing of activities and/or transactions</li> <li>▪ Follow-up and if necessary, re-test matters previously reported.</li> </ul>
Audit Priority 3	<ul style="list-style-type: none"> <li>▪ Limited controls testing (moderate sample size). Only substantively test transactions if further control weakness found</li> <li>▪ Follow-up of matters previously reported.</li> </ul>
Audit Priority 4	<ul style="list-style-type: none"> <li>▪ Confirmation of existing controls via observation and walk through testing</li> <li>▪ Follow-up of matters previously reported.</li> </ul>
Audit Priority 5	<ul style="list-style-type: none"> <li>▪ Confirmation of existing controls via observation, discussions with key staff and/or reliance on key references (“desktop review”).</li> </ul>

## System analysis

The systems analysis required will be determined utilising the aforementioned audit priority scale. Once the priority level has been defined the testing component will take place by way of interviewing key operational and administrative staff who will outline information that display compliance with the licence. Where required, an observation of processes, procedures and operations and review of key documents will occur to assist in the determination of Alinta Sales' compliance.

## Testing and review

Using the results of the risk assessment and systems analysis, detailed testing and analysis will be performed to compare those standards maintained by Alinta Sales with the relevant sections and schedules of the Licence. In assessing the extent of compliance, we will consider the following:

- the control environment: Alinta Sales' management philosophy and operating style, organisational structure, assignment of authority and responsibilities, the use of internal audit, the use of information technology and the skills and experience of the key staff members
- the information systems: the appropriateness of Alinta Sales' information systems to record the information needed to comply with the Licence, accuracy of data, security of data and documentation describing the information system
- control procedures: the presence of systems and procedures to ensure compliance with the Licence, effectiveness of Alinta Sales' internal control structure to detect and correct non-compliance
- compliance attitude: the action taken by Alinta Sales' in response to any previous audit/review recommendations.

In circumstances where the volume of occasions of service or other relevant transactions being tested are large, sampling techniques will be utilised to provide adequate assurance that test results are representative of Alinta Sales' operations.

A separate work program, designed to direct and record the specific aspects of our testing and analyses for each licence obligation, has been developed and should be read in conjunction with this audit plan.

## Reporting

In accordance with the Audit Guidelines, all aspects of compliance with the Licence will be assessed according to the following rating scale based on the work performed:

**Table 4: Key to Material Compliance Assessment<sup>1</sup>**

Name	Rating	Description
COMPLIANT	5	Compliant with no further action required to maintain compliance
COMPLIANT	4	Compliant apart from minor or immaterial recommendations to improve the strength of internal controls to maintain compliance
COMPLIANT	3	Compliant with major or material recommendations to improve the strength of internal controls to maintain compliance
NON-COMPLIANT	2	Does not meet minimum requirements
SIGNIFICANTLY NON-COMPLIANT	1	Significant weaknesses and/or serious action required

The performance audit report will also be structured to address all key components expected by the Audit Guidelines, including tabulation of risk ratings and the overall compliance rating for each licence condition.

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<sup>1</sup> In accordance with section 7.4.1 of the Audit Guidelines

# General Information

All aspects of the audit will undergo quality assurance and review procedures as outlined in our previous communications. Before delivery of a final report, full quality procedures will be applied, including second partner review.

## Key Contacts

The key Alinta Sales contacts for this audit are:

- Ralph Bates                      General Manager, Energy Sales and Marketing
- Ray Myles                         Manager, Customer Services
- Jo Rowlands                      Energy Sales (Brand Manager)
- Geoff Hobley                     Energy Sales
- Elaine Graczyk                  Energy Billing

## Staffing

Deloitte staff assigned to conduct this audit are:

- Richard Thomas                Partner
- Andrew Baldwin                Account Director
- Laura McNama                 Senior Analyst
- Shaun Sia                         Manager (IT)

## Timing

The initial risk assessment phase was completed on 15 August 2008, with the draft audit plan and detailed work/test plan developed over the period to 5 September 2008.

The remainder of the fieldwork phase is scheduled to be performed in September and October 2008.

# Appendices

## Appendix

- A Risk assessment
- B Risk assessment key

## Appendix A – Risk assessment

- new obligations, effective from 8 January 2008 are presented in **bold type**
- obligations effective to 7 January 2008 only are presented in a separate table at the end of the assessment
- related risks and controls are consolidated for each section of the Reporting Manual and presented at the beginning of each section.

### Section 6 TYPE 1 REPORTING OBLIGATIONS

**Related Risks**

- Customers with life support equipment is disconnected through error

**Controls**

- Customer database - Gentrack  
 - Customer connection protocol  
 - To date, no record of customer with life support equipment

Licence Conditions			Risk Analysis					
No	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
217	Code of Conduct clause 7.6	A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified.	1	Major	Unlikely	High	Medium	Priority 2
218	Code of Conduct clause 7.7(1)	A retailer must undertake the actions specified in circumstances where the customer provides the retailer with confirmation that a person residing at the customer's supply address requires life support equipment.	1	Major	Unlikely	High	Medium	Priority 2
228	Code of Conduct clause 9.5(1)	A retailer must not operate a pre-payment meter at the supply address of a residential customer if the residential customer, or a person residing at the residential customer's supply address, requires life support equipment.	Alinta Sales is precluded from supplying these customers under clause 9 of the Code of Conduct.					
229	<b>Code of Conduct clause 9.5(2)</b>	<b>If a prepayment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must undertake the actions specified.</b>	Alinta Sales is precluded from supplying these customers under clause 9 of the Code of Conduct.					

**Section 7 ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE - LICENCE CONDITIONS AND OBLIGATIONS**

**Related Risks**

- Consumption data is inaccurate
- Customer transfer details are incorrect
- Errors in customer transfer request
- Staff are unaware of their responsibilities related to the Code
- Confidential data is released
- Information is sent to the wrong customer
- Disputes are not adequately resolved
- Failure to communicate effectively
- Customer unduly prevented from transfer

**Controls**

- Western Power portal
- Customer Transfer Procedures
- Procedures are in place for the correction of customer transfers
- Code of conduct training
- Confidentiality protocols
- Gentrack system
- Complaints procedure (not formal)

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
<b>Part 3 - Customer/connection information/data</b>								
6	Electricity Industry Customer Transfer Code clause 3.2(2)	A retailer must submit a separate data request for each exit point unless otherwise agreed.	2	Moderate	Unlikely	Medium	Medium	Priority 4
7	Electricity Industry Customer Transfer Code clause 3.4(1)	A retailer, unless otherwise agreed, must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day.	2	Moderate	Unlikely	Medium	Medium	Priority 4
8	Electricity Industry Customer Transfer Code clause 3.5(3)	A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the network operator provides the historical consumption data.	2	Moderate	Unlikely	Medium	Medium	Priority 4
9	Electricity Industry Customer Transfer Code clause 3.6(2)	A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a withdrawn request for historical consumption data.	2	Moderate	Unlikely	Medium	Medium	Priority 4
16	Electricity Industry Customer Transfer Code clause 3.9(1)	A retailer may only use data relating to a contestable customer to provide a contestable customer with a quotation for the supply of electricity by the retailer to the contestable customer or to initiate a transfer in relation to the contestable customer.	2	Moderate	Unlikely	Medium	Medium	Priority 4



Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
17	Electricity Industry Customer Transfer Code clause 3.9(2)	A retailer must not aggregate a contestable customer's historical consumption data with that of other contestable customers for the purposes of internal business development, if requested not to do so by the customer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
18	Electricity Industry Customer Transfer Code clause 3.9(3)	A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.	2	Moderate	Unlikely	Medium	Medium	Priority 4
19	Electricity Industry Customer Transfer Code clause 3.9(4)	A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	2	Moderate	Unlikely	Medium	Medium	Priority 4
<b>Part 4 - Transfer of contestable customers</b>								
23	Electricity Industry Customer Transfer Code clause 4.2(2)	A retailer must submit a separate customer transfer request for each exit point unless otherwise agreed.	2	Moderate	Unlikely	Medium	Medium	Priority 4
24	Electricity Industry Customer Transfer Code clause 4.3	A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer which submitted the customer transfer request or to reverse an erroneous transfer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
25	Electricity Industry Customer Transfer Code clause 4.4(1)	A retailer may only submit a customer transfer request if it has an access contract for the network, unless it is to reverse an erroneous transfer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
26	Electricity Industry Customer Transfer Code clause 4.4(2)	A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	2	Moderate	Probable	Medium	Medium	Priority 4
27	Electricity Industry Customer Transfer Code clause 4.5(1)	A retailer, unless otherwise agreed, must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date.	2	Moderate	Probable	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
28	Electricity Industry Customer Transfer Code clause 4.6(3)	A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	2	Moderate	Unlikely	Medium	Medium	Priority 4
29	Electricity Industry Customer Transfer Code clause 4.7	A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
30	Electricity Industry Customer Transfer Code clause 4.8(2)	A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	2	Moderate	Unlikely	Medium	Medium	Priority 4
34	Electricity Industry Customer Transfer Code clause 4.9(6)	A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	2	Moderate	Unlikely	Medium	Medium	Priority 4
39	Electricity Industry Customer Transfer Code clause 4.11(3)	A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	2	Moderate	Unlikely	Medium	Medium	Priority 4
40	Electricity Industry Customer Transfer Code clause 4.12(3)	The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	NR	Minor	Unlikely	Low	Medium	Priority 5
43	Electricity Industry Customer Transfer Code clause 4.15	In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and the independent market operator if applicable) must act in good faith to ensure that the rights and obligations of the affected contestable customer are as they would have been had the erroneous transfer not occurred.	NR	Minor	Unlikely	Low	Medium	Priority 5

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
44	Electricity Industry Customer Transfer Code clause 4.16	An incoming retailer must retain a copy of a verifiable consent given by a contestable customer in relation to the lodgement of a customer transfer request for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
45	Electricity Industry Customer Transfer Code clause 4.17	A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
<b>Part 5 - Communication rules</b>								
48	Electricity Industry Customer Transfer Code clause 5.1(4)	A network operator and a retailer must comply with approved communication rules.	2	Moderate	Unlikely	Medium	Medium	Priority 4
<b>Part 6 - Notices</b>								
49	Electricity Industry Customer Transfer Code clause 6.2	A licensee's notice in relation to a data request or customer transfer request must identify the exit point to which it relates.	2	Moderate	Unlikely	Medium	Medium	Priority 4
52	Electricity Industry Customer Transfer Code clause 6.4(1)	A retailer must notify its contact details to a network operator within three business days of a request.	2	Moderate	Unlikely	Medium	Medium	Priority 4
53	Electricity Industry Customer Transfer Code clause 6.4(2)	A retailer must notify any change in its contact details to a network operator at least three business days before the change takes effect.	2	Moderate	Unlikely	Medium	Medium	Priority 4
54	Electricity Industry Customer Transfer Code clause 6.6	A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with Annex 6.	2	Moderate	Unlikely	Medium	Medium	Priority 4
<b>Part 7 - Dispute resolution</b>								

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
55	Electricity Industry Customer Transfer Code clause 7.1(1)	For a dispute in respect of a matter under or in connection with the Electricity Industry Customer Transfer Code, any disputing party must meet within five business days of a request from another disputing party and attempt to resolve the dispute by negotiations in good faith.	NR	Minor	Unlikely	Low	Medium	Priority 5
56	Electricity Industry Customer Transfer Code clause 7.1(2)	If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute by negotiations in good faith.	NR	Minor	Unlikely	Low	Medium	Priority 5
57	Electricity Industry Customer Transfer Code clause 7.1(3)	If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	2	Moderate	Unlikely	Medium	Medium	Priority 4
58	Electricity Industry Customer Transfer Code clause 7.2(4)	A disputing party that refers a dispute to the Authority must give notice to the Authority of the nature of the dispute, including specified details.	NR	Minor	Unlikely	Low	Medium	Priority 5
59	Electricity Industry Customer Transfer Code clause 7.3(2)	A disputing party must at all times conduct itself in a manner which is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	NR	Minor	Unlikely	Low	Medium	Priority 5
<b>Annex 6 - Electronic Communications Protocol</b>								
68	Electricity Industry Customer Transfer Code Annex 6 clause A6.2(a)	A network operator and a retailer must use reasonable endeavours to ensure that its information system on which electronic communications are made is operational 24 hours a day and 7 days a week.	NR	Minor	Unlikely	Low	Medium	Priority 5
69	Electricity Industry Customer Transfer Code Annex 6 clause A6.2(b)	A network operator and a retailer must establish a mechanism to generate an automated response message for each electronic communication (other than an automated response message) received at the electronic communication address.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
70	Electricity Industry Customer Transfer Code Annex 6 clause A6.6	The originator of an electronic communication must identify itself in the communication.	NR	Minor	Unlikely	Low	Medium	Priority 5
71	Electricity Industry Customer Transfer Code Annex 6 clause A6.7	The originator of an electronic communication must use reasonable endeavours to adopt a consistent data format for information over time, to facilitate any automated processing of the information by the addressee.	NR	Minor	Unlikely	Low	Medium	Priority 5

11 ELECTRICITY INDUSTRY (LICENCE CONDITIONS) REGULATIONS - LICENCE CONDITIONS AND OBLIGATIONS

**Related Risks**

- Coordinator requirements re energy source not met
- Customer needs re energy source not met
- Misleading reporting to the Coordinator

**Controls**

- Customer relationship management protocols (to date, no customers have requested renewable source electricity)

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
78	Electricity Industry (Licence Conditions) Regulations regulation 6	The electricity corporation must offer to purchase renewable source electricity, under an approved contract, from an eligible customer who wishes to sell such electricity to the corporation.		Not applicable - Relates to former Western Power entities.				
79	Electricity Industry (Licence Conditions) Regulations regulation 7	The electricity corporation must, as soon as practicable after the end of each financial year, submit a written report to the Coordinator regarding its costs in purchasing renewable source electricity under approved contracts.		Not applicable - Relates to former Western Power entities.				
80	Electricity Industry (Licence Conditions) Regulations regulation 8(8)	The electricity corporation must comply with a direction given by the Coordinator under regulation 8(5) of the Electricity Industry (Licence Conditions) Regulations to submit an appropriate amendment to its contract to provide for the purchase of renewable source electricity.		Not applicable - Relates to former Western Power entities.				

12 Electricity Industry Act – Licence Conditions and Obligations

**Related Risks**

- Failure to meet regulatory timeframes
- Inappropriate access restrictions
- Avoidable interruption to supply

**Controls**

- Western Power portal
- Compliance training
- Customer Service charter

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description		Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
81	Electricity Industry Act section 13(1)	A licensee must, not less than once every 24 months, provide the Authority with a performance audit conducted by an independent expert acceptable to the Authority.	NR	Minor	Unlikely	Low	Medium	Priority 5
85	Electricity Industry Act section 17(1)	A licensee must pay to the Authority the prescribed licence fee within one month after the day of grant or renewal of the licence and within one month after each anniversary of that day during the term of the licence.	NR	Minor	Unlikely	Low	Medium	Priority 5
86	Electricity Industry Act section 31(3)	A licensee must take reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.	NR	Minor	Unlikely	Low	Medium	Priority 5
87	Electricity Industry Act section 41(6)	A licensee must pay the costs of taking an interest in land or an easement over land.	2	Moderate	Unlikely	Medium	Medium	Priority 4
88	Electricity Industry Act section 54(1)	A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard for contract	2	Moderate	Unlikely	Medium	Medium	Priority 4
89	Electricity Industry Act section 54(2)	A licensee must comply with any direction by the Authority to amend the standard form contract and do so within the period specified	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description		Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
93	Electricity Industry Act section 76	If a designation under section 71(1) of the Electricity Industry Act is in force a licensee must perform the functions of a retailer of last resort and must carry out the supplier of last resort plan if it comes into operation under section 70 of the Electricity Industry Act.	2	Moderate	Unlikely	Medium	Medium	Priority 4
94	Electricity Industry Act section 101	A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by and compliant with any decision or direction of the electricity ombudsman under the approved scheme.	2	Moderate	Unlikely	Medium	Medium	Priority 4
96	Electricity Industry Act section 115(2)	A licensee that has, or is an associate of a person that has, access to services under an access agreement must not engage in conduct for the purpose of hindering or prohibiting access.	2	Moderate	Unlikely	Medium	Medium	Priority 4

13 ELECTRICITY LICENCES - LICENCE CONDITIONS AND OBLIGATIONS

**Related Risks**

- Failure to meet licence requirements
- Breaches to codes are not identified
- Failure to provide an adequate service
- Standard contract formats are not suitable

**Controls**

- Understanding of ERA guidelines
- Breach reporting
- Customer Service Charter
- Non-standard contracts

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
97	Retail Licence condition 6.1	A licensee must ensure that an electricity marketing agent of the licensee complies with the applicable codes.	2	Moderate	Unlikely	Medium	Medium	Priority 4
98	Retail Licence condition 6.2	The licensee must report a breach of the applicable code conditions by an electricity marketing agent to the Authority within the prescribed timeframe.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
99	Retail Licence condition 13.2	A licensee must, if directed by the Authority, review the standard form contract and submit to the Authority the results of that review within the time specified by the Authority.	NR	Minor	Unlikely	Low	Medium	Priority 5
100	Retail Licence condition 13.3	A licensee must comply with any direction given by the Authority in relation to the scope, process and methodology of the standard form contract review.	NR	Minor	Probable	Low	Medium	Priority 5
101	Retail Licence condition 14.1	A licensee may only amend the standard form contract with the Authority's approval.	2	Moderate	Unlikely	Medium	Medium	Priority 4
102	Retail Licence condition 15.2	A licensee must, unless otherwise notified in writing by the Authority, review the customer service charter within the timeframe specified, and submit to the Authority the results of that review within 5 days after it is completed.	2	Moderate	Unlikely	Medium	Medium	Priority 4
105	Retail Licence condition 20.1	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.	2	Moderate	Unlikely	Medium	Medium	Priority 4
106	Retail Licence condition 21.4	A licensee must comply with any individual performance standards prescribed by the Authority.	2	Moderate	Unlikely	Medium	Medium	Priority 4
107	Retail Licence condition 22.2	A licensee must comply, and require its auditor to comply, with the Authority's standard audit guidelines dealing with the performance audit.	2	Moderate	Unlikely	Medium	Medium	Priority 4
109	Retail Licence condition 23.1	A licensee must report to the Authority, in the manner prescribed, if a licensee is under external administration or there is a significant change in the circumstances upon which the licence was granted which may affect a licensee's ability to meet its obligations.	2	Moderate	Unlikely	Medium	Medium	Priority 4
110	Retail Licence condition 24.1	A licensee must provide the Authority, in the manner prescribed, any information the Authority requires in connection with its functions under the Electricity Industry Act.	2	Moderate	Unlikely	Medium	Medium	Priority 4



Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
111	Retail Licence condition 25.2	A licensee must publish any information it is directed by the Authority to publish, within the timeframes specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
112	Retail Licence condition 26.1	Unless otherwise specified, all notices must be in writing.	2	Moderate	Probable	Medium	Medium	Priority 4

**12 CODE OF CONDUCT - LICENCE CONDITIONS AND OBLIGATIONS**

**Related Risks**

- Marketing reps do not discharge their responsibilities
- Confidential information is released
- Confidential information is lost
- Contracts do not meet Licence regulations
- Incorrect information is supplied to customers
- Incorrect customer information is recorded
- Reputation is damaged through inadequate customer service
- Insufficient communication with customers
- Financial penalties through breach of Privacy legislation
- Billing calculations are incorrect
- Fees due are not recovered
- Disconnection errors occur
- Customer Service Charter is out of date
- Complaints are not resolved effectively

**Controls**

- Code of Conduct
- Restricted access to information
- Confidentiality procedures
- Terms and conditions of contract
- Customer Services Team competency
- Data review procedures
- Customer Service Team training
- Customer relationship management protocols
- Privacy procedure
- Billing review procedures
- Debt recovery procedures
- Western Power portal
- Annual review of Customer Service Charter
- Complaints procedure
- Marketing strategy (including no door to door marketing)

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
113	Code of Conduct clause 2.1 Retail Licence condition 6.1	A marketer must ensure that its marketing representatives comply with Part 2 of the Code of Conduct.						
114	Code of Conduct clause 2.2 Retail Licence condition 6.1	A marketer must ensure that standard and non-standard contracts are entered into in the manner and satisfying the conditions specified.						

Alinta does not utilise third party marketers – not subject to audit

Alinta does not utilise third party marketers – not subject to audit

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
115	Code of Conduct clause 2.3(1) Retail Licence condition 6.1	A marketing representative must ensure that the information specified is provided to the customer before arranging a contract and that the customer is provided with a written copy of the contract on request.	2	Moderate	Unlikely	Medium	Medium	Priority 4
116	Code of Conduct clause 2.3(2) Retail Licence condition 6.1	Where a standard form contract is not entered into as a result of door to door marketing or for a non-standard contract initiated by telephone, a marketing representative must obtain and make a record of the customer's verifiable consent that the specified information has been given.	2	Moderate	Unlikely	Medium	Medium	Priority 4
117	Code of Conduct clause 2.3(3) Retail Licence condition 6.1	Where a standard form contract is entered into as a result of door to door marketing or for a non-standard contract (other than that initiated by telephone), a marketing representative must obtain the customer's written acknowledgement that the specified information has been given.	2	Moderate	Unlikely	Medium	Medium	Priority 4
118	<b>Code of Conduct clause 2.4(1) Retail Licence condition 6.1</b>	<b>Where the customer has entered into a new contractual relationship with a retailer, a retailer or marketing representative must offer to provide the customer with a copy of the contract and, where this offer is accepted by the customer, provide a copy of the contract at that time or as soon as possible thereafter.</b>	2	Moderate	Probable	Medium	Medium	Priority 4
119	Code of Conduct clause 2.4(2) Retail Licence condition 6.1	Where the customer has entered into a new contractual relationship with a retailer, a retailer or marketing representative must give the information specified to the customer	2	Moderate	Unlikely	Medium	Medium	Priority 4
120	Code of Conduct clause 2.4(3) Retail Licence condition 6.1	In circumstances where a standard form contract is not entered into as a result of door to door marketing, a retailer or marketing representative must give the specified information no later than with or on the customer's first bill.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
121	Code of Conduct clause 2.4(4) Retail Licence condition 6.1	In circumstances where a standard form contract is entered into as a result of door to door marketing or a non-standard contract, a retailer or marketing representative must give the specified information and a copy of the contract before the customer has entered into the contract and must obtain a written acknowledgement that the information has been given.	2	Moderate	Unlikely	Medium	Medium	Priority 4
122	Code of Conduct clause 2.5(1) Retail Licence condition 6.1	A marketing representative must not, when marketing, engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable.	2	Moderate	Unlikely	Medium	Medium	Priority 4
123	Code of Conduct clause 2.5(2) Retail Licence condition 6.1	A marketing representative must not exert undue pressure on a customer, nor harass or coerce a customer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
124	Code of Conduct clause 2.5(3) Retail Licence condition 6.1	A marketing representative must ensure that the inclusion of concessions is made clear to customers and any prices that exclude concessions are disclosed.	Not applicable - no concessions for Business customers - not subject to audit					
125	Code of Conduct clause 2.5(4) Retail Licence condition 6.1	A marketing representative must ensure that all standard form contracts that are entered into as a result of door to door marketing and all non-standard contracts are in writing.	2	Moderate	Unlikely	Medium	Medium	Priority 4
126	Code of Conduct clause 2.5(5) Retail Licence condition 6.1	A marketer must ensure that a customer is able to contact the marketer on the marketer's telephone number during normal business hours for the purposes of enquiries, verifications and complaints.	Alinta does not utilise third party marketers – not subject to audit					
127	Code of Conduct clause 2.6(1) Retail Licence condition 6.1	A marketing representative must provide the information specified to the customer when marketing by means other than face to face and after having identified the purpose of the contact, if the contact is not by electronic means, the marketing representative must ask the customer whether they wish to proceed further.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
128	Code of Conduct clause 2.6(2) Retail Licence condition 6.1	A marketing representative must, on request, provide the customer with the information specified.	2	Moderate	Probable	Medium	Medium	Priority 4
129	Code of Conduct clause 2.6(3) Retail Licence condition 6.1	A marketing representative who meets with a customer face to face must: as soon as practicable tell the customer the purpose of the visit; wear a clearly visible and legible identity card showing the information specified; and as soon as practicable provide the information specified in writing to the customer.	2	Moderate	Probable	Medium	Medium	Priority 4
130	Code of Conduct clause 2.6(4) Retail Licence condition 6.1	If, when marketing to a customer, the customer indicates that they wish to end the contact, the marketing representative must end the contact as soon as practicable and not attempt to contact the customer for the next 30 days unless the customer agrees otherwise.	2	Moderate	Unlikely	Medium	Medium	Priority 4
131	Code of Conduct clause 2.6(5) Retail Licence condition 6.1	Unless requested by the customer, a marketing representative must not make contact with a customer outside the permitted call times, unless the contact is by electronic means or the contact arises outside the customer's premises in circumstances where the customer initiates contact.	2	Moderate	Probable	Medium	Medium	Priority 4
132	Code of Conduct clause 2.6(6) Retail Licence condition 6.1	A marketing representative must ensure that contact for the purposes of marketing does not continue for more than 15 minutes past the end of the permitted call times without the customer's verifiable consent unless the contact is by electronic means.	2	Moderate	Unlikely	Medium	Medium	Priority 4
133	Code of Conduct clause 2.6(7) and 2.6(8) Retail Licence condition 6.1	Except in response to a customer request or query, a marketer must keep the specified records each time it initiates contact with a customer for the purposes of marketing.	Alinta does not utilise third party marketers – not subject to audit					

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
134	Code of Conduct clause 2.7(1) Retail Licence condition 6.1	Where the customer requests not to be contacted for the purposes of marketing a marketer must ensure that a customer is not contacted on its behalf in relation to the supply of electricity for a period of 2 years unless: the customer requests the contact; or the customer has moved premises; or a marketer has a legal obligation to contact the customer.	Alinta does not utilise third party marketers – not subject to audit					
135	Code of Conduct clause 2.7(2) Retail Licence condition 6.1	A marketer must keep a record of each customer who has requested to be contracted, that includes specified information.	Alinta does not utilise third party marketers – not subject to audit					
136	Code of Conduct clause 2.7(3) Retail Licence condition 6.1	A marketer must give a copy of the record to the Electricity Ombudsman or the Authority on request.	Alinta does not utilise third party marketers – not subject to audit					
137	Code of Conduct clause 2.7(4) Retail Licence condition 6.1	A marketer must provide the customer on request with written confirmation that the customer will not be contacted for the next two years.	Alinta does not utilise third party marketers – not subject to audit					
138	Code of Conduct clause 2.7(5) Retail Licence condition 6.1	A marketing representative must comply with a notice on or near premises indicating that the customer does not wish to receive unsolicited mail or other marketing information.	2	Moderate	Unlikely	Medium	Medium	Priority 4
139	<b>Code of Conduct clause 2.8 Retail Licence condition 6.1</b>	<b>A retailer must comply with the National Privacy Principles as set out in the Privacy Act 1998 in relation to information collected under Part 2 of the Code of Conduct.</b>	2	Moderate	Unlikely	Medium	Medium	Priority 4
140	Code of Conduct clause 3.1(1)	If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.	2	Moderate	Unlikely	Medium	Medium	Priority 4
141	Code of Conduct clause 3.1(2)	A retailer must forward the customer's request for the connection to the relevant distributor in the timeframe specified unless the customer agrees otherwise.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
142	Code of Conduct clause 4.1	A retailer must issue a bill no more than once a month and at least once every three months unless the circumstances specified exist.	2	Moderate	Unlikely	Medium	Medium	Priority 4
143	Code of Conduct clause 4.2(2)	A retailer may only place a customer on a shortened billing cycle, without the customer's verifiable consent, in the circumstances specified.	Not applicable to business customers - not subject to audit					
144	Code of Conduct clause 4.2(3)	A retailer must give the customer written notice of a decision to shorten the customer's billing cycle within 10 business days of making the decision.	Not applicable to business customers - not subject to audit					
145	Code of Conduct clause 4.2(4)	A retailer must ensure that a shortened billing cycle is for a period of at least 10 business days.	Not applicable to business customers - not subject to audit					
146	Code of Conduct clause 4.2(5)	A retailer must return a customer, who is subject to a shortened billing cycle and has paid three consecutive bills by the due date, on request, to the billing cycle that previously applied to the customer.	Not applicable to business customers - not subject to audit					
147	Code of Conduct clause 4.2(6)	A retailer must inform a customer, who is subject to a shortened billing cycle, at least once every three months, of the conditions upon which a customer can be returned to its previous billing cycle.	Not applicable to business customers - not subject to audit					
148	<b>Code of Conduct clause 4.3(1)</b>	<b>In respect of any 12 month period, on receipt of a request by a customer, a retailer may provide a customer with estimated bills under a bill smoothing arrangement.</b>	Not applicable to business customers - not subject to audit					
149	<b>Code of Conduct clause 4.3(2)</b>	<b>If a retailer provides a customer with estimated bills under a bill smoothing arrangement the retailer must ensure that the conditions specified are met.</b>	Not applicable to business customers - not subject to audit					
150	Code of Conduct clause 4.4	A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address.	2	Moderate	Probable	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
151	Code of Conduct clause 4.5(1)	A retailer must include minimum prescribed information on the customer's bill, unless the customer agrees otherwise.	2	Moderate	Unlikely	Medium	Medium	Priority 4
152	Code of Conduct clause 4.5(3)	A retailer must advise the customer of the amount of historical debt and its basis before, with or on the customer's bill, if the retailer wishes to bill the customer for the historical debt.	2	Moderate	Unlikely	Medium	Low	Priority 4
153	Code of Conduct clause 4.6(1)	A retailer must base the customer's bill on the distributor's or metering agent's reading of the meter, or the customer's reading of the meter in the circumstances specified.	2	Moderate	Unlikely	Medium	Low	Priority 4
154	Code of Conduct clause 4.6(2)	A retailer must give the customer information that explains to that customer how to read a meter correctly (if applicable) in clear, simple and concise language.	2	Moderate	Unlikely	Medium	Low	Priority 4
155	Code of Conduct clause 4.7	A retailer must use its best endeavours to ensure that metering reading data is obtained as frequently as is required to prepare its bills and, in any event, at least once every twelve months in accordance with clause 4.6(1)(a) of the Code of Conduct.	NR	Minor	Unlikely	Low	Low	Priority 5
156	Code of Conduct clause 4.8(1)	A retailer must give the customer an estimated bill in the manner specified, if the retailer is unable to reasonably base a bill on a reading of the meter.	2	Moderate	Unlikely	Medium	Medium	Priority 4
157	Code of Conduct clause 4.8(2)	A retailer must specify the stated information in circumstances where the customer's bill is estimated.	2	Moderate	Unlikely	Medium	Medium	Priority 4
158	Code of Conduct clause 4.8(3)	A retailer must tell a customer, on request, the basis and reason for the estimation.	2	Moderate	Unlikely	Medium	Medium	Priority 4
159	Code of Conduct clause 4.9	Where the retailer gives a customer an estimated bill and the meter is subsequently read the retailer must include an adjustment on the next bill to take account of the actual meter reading.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
160	Code of Conduct clause 4.10	A retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading if the customer satisfies the requirements as specified.	NR	Minor	Unlikely	Low	Medium	Priority 5
161	Code of Conduct clause 4.11(1)	A retailer must request the distributor or metering agent to test the meter if a customer requests the meter to be tested and pays any reasonable charge of the retailer for testing the meter.	2	Moderate	Probable	Medium	Medium	Priority 4
162	<b>Code of Conduct clause 4.11(2)</b>	<b>If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.</b>	2	Moderate	Probable	Medium	Medium	Priority 4
163	Code of Conduct clause 4.12(1)	A retailer must change the customer to an alternate tariff within the period specified if the customer applies to receive an alternate tariff and demonstrates to the retailer that they satisfy the conditions of eligibility.	Not applicable to business customers - not subject to audit					
164	Code of Conduct clause 4.13	A retailer must give the customer written notice prior to changing the customer to an alternative tariff if the customer's electricity use has changed and the customer is no longer eligible to continue to receive an existing, more beneficial tariff.	Not applicable to business customers - not subject to audit					
165	Code of Conduct clause 4.14(1)	A retailer may recover any amounts undercharged to a customer as a result of a change in the customer's electricity use for the period of up to 12 months prior to the date on which the retailer provided notice in the specified manner.	NR	Minor	Probable	Low	Medium	Priority 5
166	Code of Conduct clause 4.14(2)	A retailer must repay any amounts overcharged to a customer as a result of a change in the customer's electricity use.	2	Moderate	Unlikely	Medium	Medium	Priority 4
167	Code of Conduct clause 4.15(1)	A retailer must use reasonable endeavours to arrange for a final bill if a customer requests the retailer to issue a final bill at the customer's supply address.	NR	Minor	Unlikely	Low	Medium	Priority 5



Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
168	Code of Conduct clause 4.15(2)	A retailer must repay the customer any amount in credit at the time of account closure.	2	Moderate	Unlikely	Medium	Medium	Priority 4
169	Code of Conduct clause 4.16	A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months, and paying any future bills that are properly due.	2	Moderate	Unlikely	Medium	Medium	Priority 4
170	Code of Conduct clause 4.17(1)	A retailer must follow the procedures specified if a review of a bill has been conducted and the retailer is satisfied that the bill is correct or incorrect.	2	Moderate	Unlikely	Medium	Medium	Priority 4
171	Code of Conduct clause 4.17(2)	A retailer must inform the customer of the outcome of the review of a bill as soon as practicable, but, in any event, within 20 business days from the date of receipt of the request for review.	2	Moderate	Unlikely	Medium	Medium	Priority 4
172	Code of Conduct clause 4.18(2)	A retailer must recover an amount undercharged as a result of an act or omission by a retailer or distributor in the manner specified.	2	Moderate	Probable	Medium	Medium	Priority 4
173	Code of Conduct clause 4.19(2)	A retailer must use its best endeavours to inform the customer (including a customer who has vacated the supply address) and repay or credit any amount overcharged as a result of an act or omission by a retailer or distributor, in the manner and period specified.	NR	Minor	Unlikely	Low	Medium	Priority 5
174	Code of Conduct clause 4.19(3)	A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.	2	Moderate	Unlikely	Medium	Medium	Priority 4
175	Code of Conduct clause 4.19(4)	A retailer must use reasonable endeavours to credit the amount overcharged within 20 business days of the customer making the request, in circumstances where instructions as to payment are not received.	NR	Minor	Unlikely	Low	Medium	Priority 5

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
176	Code of Conduct clause 5.1	The due date on the bill must be at least 12 business days from the date of the bill, with the date of dispatch deemed to be the date of the bill, unless the retailer specifies a later date.	2	Moderate	Unlikely	Medium	Medium	Priority 4
177	Code of Conduct clause 5.2(1)	A retailer must offer the specified minimum payment methods.	2	Moderate	Unlikely	Medium	Medium	Priority 4
178	Code of Conduct clause 5.2(2)	A retailer must comply with the Electronic Funds Transfer Code of Conduct in making an electronic payment.	2	Moderate	Unlikely	Medium	Medium	Priority 4
179	Code of Conduct clause 5.3	A retailer must, prior to commencing a direct debit, obtain the customer's verifiable consent and agree to the specified conditions for the direct debit.	2	Moderate	Unlikely	Medium	Medium	Priority 4
180	Code of Conduct clause 5.4	A retailer must accept payment in advance from a customer on request, in the circumstances specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
181	Code of Conduct clause 5.5	A retailer must, at no charge, offer a residential customer a redirection of the customer's bill to a third person, if requested by a customer who is unable to pay by a minimum payment method, due to illness or absence.	Clause applies to residential customers only - not subject to audit					
182	Code of Conduct clause 5.6(1)	A retailer must not charge a residential customer a late payment fee in the circumstances specified.						
183	Code of Conduct clause 5.6(2)	A retailer must not charge an additional late payment fee in relation to the same bill within five business days from the date of receipt of the previous late payment fee notice.						
184	Code of Conduct clause 5.6(3)	A retailer must not charge a residential customer more than two late payment fees in relation to the same bill.						
185	Code of Conduct clause 5.7(1)	A retailer must not require a customer who has vacated a supply address to pay for electricity consumed at the customer's supply address in the circumstances specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
186	Code of Conduct clause 5.7(2)	A retailer must not require a customer who was evicted or otherwise required to vacate a supply address to pay for electricity consumed at the customer's supply address in the circumstances specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
187	Code of Conduct clause 5.7(4)	A retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
188	Code of Conduct clause 5.8(1)	A retailer must comply with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission.	2	Moderate	Unlikely	Medium	Medium	Priority 4
189	Code of Conduct clause 5.8(2)	A retailer must not commence proceedings for recovery of a debt in the circumstances specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
190	Code of Conduct clause 5.8(3)	A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of electricity to that supply address.	2	Moderate	Unlikely	Medium	Medium	Priority 4
191	Code of Conduct clause 6.1(1)	A retailer must assess whether a residential customer is experiencing payment difficulties or financial hardship, within three business days from when the residential customer informs a retailer that they are experiencing payment problems.	Clause applies to residential customers only - not subject to audit					
192	Code of Conduct clause 6.1(2)	A retailer must give reasonable consideration to the information and advice specified when undertaking an assessment regarding payment difficulties or financial hardship.						
193	Code of Conduct clause 6.1(3)	A retailer must advise a residential customer on request of the details of an assessment.						

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
194	Code of Conduct clause 6.2(1)	A retailer may not unreasonably deny a residential customer's request for a temporary suspension of actions in the circumstances specified.	Clause applies to residential customers only - not subject to audit					
195	Code of Conduct clause 6.2(2)	A retailer must allow a temporary suspension of actions for a period of at least 10 days.						
196	Code of Conduct clause 6.2(3)	A retailer must give reasonable consideration to a request by a relevant consumer representative organisation to allow additional time to assess a residential customer's capacity to pay.						
197	Code of Conduct clause 6.3	A retailer must offer the alternative payment arrangements, and advise the residential customers that additional assistance may be available, in circumstances where a residential customer is assessed as experiencing payment difficulties or financial hardship.						
198	Code of Conduct clause 6.4(1)	A retailer must offer a residential customer who is experiencing payment difficulties or financial hardship at least the specified payment arrangements.						
199	Code of Conduct clause 6.4(2)	A retailer must take into account and specify the stated information and take the specified actions when offering an instalment plan to a residential customer experiencing payment difficulties or financial hardship.						
200	Code of Conduct clause 6.6(1)	A retailer must give reasonable consideration to a request by a customer, or a relevant consumer representative organisation, for a reduction of the customer's fees, charges, or debt.						
201	Code of Conduct clause 6.6(2)	In giving reasonable consideration under clause 6.6(1), a retailer should refer to the guidelines in its hardship policy referred to in clause 6.10(2)(c) and 6.10(2)(d).						

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
202	Code of Conduct clause 6.7	A retailer must give reasonable consideration to offering a customer an instalment plan or offering to revise an existing instalment plan, in circumstances where it is reasonably demonstrated to the retailer that the customer is unable to meet its previously elected payment arrangement.	Clause applies to residential customers only - not subject to audit					
203	Code of Conduct clause 6.8	A retailer must advise the customer of the specified assistance information.	Clause applies to residential customers only - not subject to audit					
204	Code of Conduct clause 6.9(1)	A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representative organisations.	Clause applies to residential customers only - not subject to audit					
<b>205</b>	<b>Code of Conduct clause 6.9(2)</b>	<b>A retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers.</b>	Clause applies to residential customers only - not subject to audit					
206	Code of Conduct clause 6.10(1)	A retailer must develop a hardship policy to assist customers in meeting their financial obligations and responsibilities to the retailer.	Clause applies to residential customers only - not subject to audit					
207	Code of Conduct clause 6.10(2)	A retailer must ensure that the hardship policy complies with the specified criteria.	Clause applies to residential customers only - not subject to audit					
208	Code of Conduct clause 6.10(3)	A retailer must give a customer, financial counsellor or relevant consumer representative organisation, on request, details of the financial hardship policy, at no charge.	Clause applies to residential customers only - not subject to audit					
209	Code of Conduct clause 6.10(4)	A retailer must keep a record of the specified information related to the hardship policy.	Clause applies to residential customers only - not subject to audit					
210	Code of Conduct clause 6.11	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
211	Code of Conduct clause 7.1	A retailer must give the customer a reminder notice, use its best endeavours to contact the customer and give the customer a disconnection warning, in the manner and timeframes specified, prior to arranging for disconnection of a customer's supply address for failure to pay a bill.	2	Moderate	Unlikely	Medium	Medium	Priority 4
212	Code of Conduct clause 7.2	A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
213	Code of Conduct clause 7.3	In relation to dual fuel contracts, a retailer must not arrange for disconnection of the customer's supply address for failure to pay a bill within 15 business days from arranging for disconnection of the customer's gas supply.	2	Moderate	Unlikely	Medium	Medium	Priority 4
214	Code of Conduct clause 7.4	A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter unless the conditions specified are satisfied.	2	Moderate	Unlikely	Medium	Medium	Priority 4
216	Code of Conduct clause 7.6	A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified.	1	Major	Unlikely	High	Medium	Priority 2
217	Code of Conduct clause 7.7(1)	A retailer must undertake the actions specified in circumstances where the customer provides the retailer with confirmation that a person residing at the customer's supply address requires life support equipment.	1	Major	Unlikely	High	Medium	Priority 2
219	Code of Conduct clause 8.1(1)	A retailer must arrange for reconnection of the customer's supply address if the customer has remedied its breach, makes a request for reconnection, pays the retailer's reasonable charges (if any) or accepts an offer of an instalment plan for the retailer's reasonable charges.	2	Moderate	Unlikely	Medium	Medium	Priority 4
220	Code of Conduct clause 8.1(2)	A retailer must forward the request for reconnection to the relevant distributor within the timeframe specified.	2	Moderate	Probable	Medium	Medium	Priority 4

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
224	Code of Conduct clause 9.3(1)	A retailer must not operate a pre-payment meter at a residential customer's supply address without the verifiable consent of the customer or its nominated representative.						
225	Code of Conduct clause 9.3(2)	A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.						
226	Code of Conduct clause 9.4	A retailer must provide the prescribed information to a pre-payment meter customer in the manner stated at no charge.						
227	Code of Conduct clause 9.5(1)	A retailer must not operate a pre-payment meter at the supply address of a residential customer if the residential customer, or a person residing at the residential customer's supply address, requires life support equipment.						
228	Code of Conduct clause 9.5(2)	If a prepayment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must undertake the actions specified.						
229	Code of Conduct clause 9.6	A retailer must ensure that recharge facilities are located and capable of being accessed in the manner specified.						
230	Code of Conduct clause 9.7	A retailer must ensure that the pre-payment meter customer receives a benefit of a concession if the pre-payment meter customer demonstrates to the retailer that the customer is entitled to receive a concession.						
231	Code of Conduct clause 9.8	A retailer must ensure that a pre-payment meter provides an emergency credit amount to the value of at least ten dollars.						

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
232	Code of Conduct clause 9.9(1)	A retailer must ensure that a pre-payment meter customer (including a pre-payment meter customer who has vacated the supply address) can retrieve all remaining credit at the time the customer vacates the supply address, in circumstances where notification of the proposed vacation date has been provided.	Clause applies to residential customers only - not subject to audit					
233	Code of Conduct clause 9.9(2)	If a pre-payment meter customer has been overcharged as a result of an act or omission of a retailer or distributor, the retailer must use its best endeavours to inform the pre-payment meter customer accordingly within 10 business days of the retailer becoming aware of the error and seek reimbursement instructions from the customer.	Clause applies to residential customers only - not subject to audit					
234	<b>Code of Conduct clause 9.9(3)</b>	<b>The retailer must pay the amount in accordance with the pre-payment meter customer's instructions within 12 business days of receiving the instructions.</b>	Clause applies to residential customers only - not subject to audit					
235	<b>Code of Conduct clause 9.9(4)</b>	<b>If a retailer does not receive reimbursement instructions within 20 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.</b>	Clause applies to residential customers only - not subject to audit					
236	<b>Code of Conduct clause 9.9(6)</b>	<b>If a retailer proposes to recover an amount undercharged as a result of an act or omission by the retailer or distributor, the retailer must comply with the conditions specified.</b>	Clause applies to residential customers only - not subject to audit					
237	Code of Conduct clause 9.10	A retailer must ensure that supply is recommenced through a pre-payment meter after self-disconnection as soon as information is communicated to the pre-payment meter that a payment causing a positive financial balance of the account has been made.	Clause applies to residential customers only - not subject to audit					
238	Code of Conduct clause 10.1(1)	A retailer must give notice of any variations in its tariffs to each of its customers affected by a variation, in the timeframes specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4



Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
239	Code of Conduct clause 10.1(2)	A retailer must give a customer on request, at no charge, reasonable information on the retailer's tariffs, including alternative tariffs.	2	Moderate	Unlikely	Medium	Medium	Priority 4
240	Code of Conduct clause 10.1(3)	A retailer must give a customer the information requested on tariffs in the manner and within the timeframes specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
241	Code of Conduct clause 10.2(1)	A retailer must, on request, give a non-contestable customer its billing data.	Clause applies to residential customers only - not subject to audit					
242	Code of Conduct clause 10.2(2)	A retailer must give the requested billing data at no charge in the circumstances specified.						
243	Code of Conduct clause 10.2(3)	A retailer must give the requested billing data within 10 business days of the receipt of the request or payment of the retailer's reasonable charge for providing the billing data.						
244	Code of Conduct clause 10.2(4)	A retailer must keep a non-contestable customer's billing data for seven years.						
245	Code of Conduct clause 10.3	A retailer must give a customer on request, at no charge, the concession information specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
246	Code of Conduct clause 10.4	A retailer must give a customer on request, at no charge, the general energy efficiency information specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
247	Code of Conduct clause 10.5	A retailer must give information to the customer, or refer the customer to the relevant distributor for a response, if asked by a customer for information relating to the distribution of electricity.	2	Moderate	Unlikely	Medium	Medium	Priority 4
255	Code of Conduct clause 10.9	A retailer, distributor and market must, to the extent practicable, ensure that any written information that must be given to a customer under the Code of Conduct is expressed in clear, simple and concise language and is in a format that makes it easy to understand.	NR	Minor	Unlikely	Low	Medium	Priority 5

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
256	Code of Conduct clause 10.10(1)	A retailer and distributor must tell a customer on request how the customer can obtain a copy of the Code of Conduct	2	Moderate	Unlikely	Medium	Medium	Priority 4
257	Code of Conduct clause 10.10(2)	A retailer and distributor must make electronic copies of the Code of Conduct available, at no charge, on their web sites.	2	Moderate	Unlikely	Medium	Medium	Priority 4
258	Code of Conduct clause 10.10(3)	A retailer and distributor must make a copy of the Code of Conduct available for inspection, at no charge, at their offices.	2	Moderate	Unlikely	Medium	Medium	Priority 4
259	Code of Conduct clause 10.11(1)	A retailer and distributor must make available to the customer on request, at no charge, services that assist the customer in interpreting information provided by the retailer or distributor.	2	Moderate	Unlikely	Medium	Medium	Priority 4
260	Code of Conduct clause 10.11(2)	A retailer and, where appropriate a distributor, must include the telephone number for their special information services and for independent multi-lingual services, on the documents specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
262	Code of Conduct clause 10.12(2)	A retailer must, if requested by a customer, advise the customer of the availability of different types of meters or refer the customer to the relevant distributor for a response.	2	Moderate	Unlikely	Medium	Medium	Priority 4
263	Code of Conduct clause 11.1(1) Retail Licence condition 15.1	A retailer and distributor must produce and publish a Customer Service Charter.	2	Moderate	Probable	Medium	Medium	Priority 4
264	Code of Conduct clause 11.1(2)	A retailer and distributor must address the specified information in their Customer Service Charters.	2	Moderate	Unlikely	Medium	Medium	Priority 4
265	Code of Conduct clause 11.2(1)	A retailer and distributor must give a customer on request, at no charge, a copy of the Customer Service Charter.	2	Moderate	Unlikely	Medium	Medium	Priority 4
266	Code of Conduct clause 11.2(2)	A retailer and distributor must dispatch a copy of the Customer Service Charter to a customer who requests a copy, within two business days of the request.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
267	Code of Conduct clause 12.1(1)	A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	2	Moderate	Probable	Medium	Medium	Priority 4
268	Code of Conduct clause 12.1(2)	A retailer and distributor must develop, maintain and implement a complaints handling process that meets the specified requirements.	2	Moderate	Probable	Medium	Medium	Priority 4
269	Code of Conduct clause 12.1(3)	A retailer or distributor must at least provide the specified advice to a customer when handling a complaint.	2	Moderate	Probable	Medium	Medium	Priority 4
<b>270</b>	<b>Code of Conduct clause 12.2</b>	<b>A retailer must comply with any guideline developed by the Authority relating to distinguishing customer queries from customer complaints.</b>	2	Moderate	Probable	Medium	Medium	Priority 4
271	Code of Conduct clause 12.3	A retailer, distributor and marketer must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes.	2	Moderate	Probable	Medium	Medium	Priority 4
272	Code of Conduct clause 12.4	A retailer, distributor or marketer who receives a complaint that does not relate to its functions, must refer the complaint to the appropriate entity and inform the customer of the referral.	2	Moderate	Probable	Medium	Medium	Priority 4
273	Code of Conduct clause 13.1	A retailer, distributor or marketer must keep a record or other information as required to be kept by the Code of Conduct for at least two years from the last date on which the information was recorded, unless expressly provided otherwise.	2	Moderate	Unlikely	Medium	Medium	Priority 4
274	Code of Conduct clause 13.2	A retailer must keep a record of the total number of customers under the affordability and access indicators specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
275	Code of Conduct clause 13.3(1)	A retailer must keep a record of the customer complaint indicators specified.	2	Moderate	Likely	High	Medium	Priority 2
<b>276</b>	<b>Code of Conduct clause 13.3(2)</b>	<b>A retailer must keep a copy of each complaint referred to in clause 13.3(1) (including complaints made directly to a marketer).</b>	2	Moderate	Likely	High	Medium	Priority 2

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
277	Code of Conduct clause 13.4	A retailer must keep a record of the total number of payments and data on the average amount of payments made under the compensation indicators specified.	2	Moderate	Likely	High	Medium	Priority 2
<b>278</b>	<b>Code of Conduct clause 13.5</b>	<b>A retailer must keep a record of the call centre performance indicators specified.</b>	Alinta Sales does not utilise a call centre - not subject to audit					
279	Code of Conduct clause 13.6	A retailer must keep a record of the total number of residential and business accounts specified.	2	Moderate	Probable	Medium	Medium	Priority 4
<b>280</b>	<b>Code of Conduct clause 13.7</b>	<b>A retailer must keep a record of the number of pre-payment meter customers and complaints information specified.</b>	Alinta Sales are precluded from supplying pre-payment meters to customers - not subject to audit					
291	Code of Conduct clause 14.1(1)	A retailer must pay the stated compensation to a customer where the customer is not reconnected in the manner specified and an exception to payment does not apply.	2	Moderate	Unlikely	Medium	Medium	Priority 4
293	Code of Conduct clause 14.2	A retailer must pay the stated compensation to a customer where the retailer has failed to follow any of the specified procedures prior to disconnection for a failure to pay and an exception to payment does not apply.	2	Moderate	Unlikely	Medium	Medium	Priority 4
294	Code of Conduct clause 14.3(1)	A retailer must acknowledge and respond to a written query or complaint by a customer within the timeframes prescribed.	2	Moderate	Likely	High	Medium	Priority 2
295	Code of Conduct clause 14.3(2)	A retailer must pay the stated compensation to a customer where the retailer has failed to acknowledge or respond to a query or complaint within the timeframes prescribed and an exception to payment does not apply.	2	Moderate	Unlikely	Medium	Medium	Priority 4
298	Code of Conduct clause 14.6(1)	A retailer who is required to make a compensation payment for failing to satisfy a service standard, must do so in the manner specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4

15 Electricity Industry Metering Code - Licence Conditions and Obligations

**Related Risks**

- Outages are not identified and rectified
- Discrepancies are not resolved
- Incorrect fees are charged
- Timescales are not met
- Confidential information is disclosed to parties

**Controls**

- Western Power portal
- Billing procedures
- Confidentiality training
- SLA with Western Power

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
309	Electricity Industry Metering Code clause 3.5(6)	A network operator may only impose a charge for providing, installing, operating or maintaining a metering installation in accordance with the applicable service level agreement between it and the user.	2	Moderate	Unlikely	Medium	Medium	Priority 4
319	Electricity Industry Metering Code clause 3.11(3)	A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	2	Moderate	Unlikely	Medium	Medium	Priority 4
331	Electricity Industry Metering Code clause 3.16(5)	A network operator or a user may require the other to negotiate and enter into a written service level agreement in respect to the matters in the metrology procedure dealt with under clause 3.16(4) of the Code.	2	Moderate	Unlikely	Medium	Medium	Priority 4
333	Electricity Industry Metering Code clause 3.18(1)	If the Electrical Retail Corporation supplies electricity to a contestable customer at a connection point under a non-regulated contract, and in circumstances where immediately before entering into the contract, the electricity retail corporation supplied electricity to the contestable customer under a regulated contract, then the metering installation for the connection point must comply with the prescribed wholesale market metering installation requirements.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
342	Electricity Industry Metering Code clause 3.27	A person must not install a metering installation on a network unless the person is the network operator or a registered metering installation provider for the network operator doing the type of work authorised by its registration.	2	Moderate	Unlikely	Medium	Medium	Priority 4
349	Electricity Industry Metering Code clause 4.4(1)	A network operator and affected Code participants must liaise together to determine the most appropriate way to resolve a discrepancy between energy data held in a metering installation and data held in the metering database.	2	Moderate	Unlikely	Medium	Medium	Priority 4
350	Electricity Industry Metering Code clause 4.5(1)	A Code participant must not knowingly permit the registry to be materially inaccurate.	NR	Minor	Unlikely	Low	Medium	Priority 5
351	Electricity Industry Metering Code clause 4.5(2)	If a Code participant (other than a network operator) becomes aware of a change to or an inaccuracy in an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes	2	Moderate	Unlikely	Medium	Medium	Priority 4
363	Electricity Industry Metering Code clause 5.4(2)	A user must, when reasonably requested by a network operator, use reasonable endeavours to assist the network operator to comply with the network operator's obligation.	NR	Minor	Unlikely	Low	Medium	Priority 5
365	Electricity Industry Metering Code clause 5.5(3)	A user must not impose any charge for the provision of the data under this Code unless it is permitted to do so under another enactment.	2	Moderate	Unlikely	Medium	Medium	Priority 4
376	Electricity Industry Metering Code clause 5.16	A user that collects or receives energy data from a metering installation must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
377	Electricity Industry Metering Code clause 5.17(1)	A user must provide standing data and validated (and where necessary substituted or estimated) energy data to the user's customer, to which that information relates, where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
378	Electricity Industry Metering Code clause 5.18	A user that collects or receives information regarding a change in the energisation status of a metering point must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	2	Moderate	Unlikely	Medium	Medium	Priority 4
379	Electricity Industry Metering Code clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere.	NR	Minor	Unlikely	Low	Low	Priority 5
380	Electricity Industry Metering Code clause 5.19(2)	A user must, to the extent that it is able, collect and maintain a record of the address, site and customer attributes, prescribed in relation to the site of each connection point, with which the user is associated.	NR	Minor	Unlikely	Low	Low	Priority 5
381	Electricity Industry Metering Code clause 5.19(3)	A user must, after becoming aware of any change in a site's prescribed attributes, notify the network operator of the change within the timeframes prescribed.	2	Moderate	Unlikely	Medium	Medium	Priority 4
382	Electricity Industry Metering Code clause 5.19(4)	A user that becomes aware that there is a sensitive load at a customer's site must immediately notify the network operator's Network Operations Control Centre of the fact.	2	Moderate	Unlikely	Medium	Medium	Priority 4
384	Electricity Industry Metering Code clause 5.19(6)	A user must use reasonable endeavours to ensure that it does notify the network operator of a change in an attribute that results from the provision of standing data by the network operator to the user.	NR	Minor	Unlikely	Low	Medium	Priority 5

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
390	Electricity Industry Metering Code clause 5.21(5)	A Code participant must not request a test or audit unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	2	Moderate	Unlikely	Medium	Medium	Priority 4
391	Electricity Industry Metering Code clause 5.21(6)	A Code participant must not make a test or audit request that is inconsistent with any access arrangement or agreement.	2	Moderate	Unlikely	Medium	Medium	Priority 4
409	Electricity Industry Metering Code clause 5.27	Upon request, a current user must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	2	Moderate	Unlikely	Medium	Medium	Priority 4
416	Electricity Industry Metering Code clause 6.1(2)	A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	2	Moderate	Unlikely	Medium	Medium	Priority 4
418	Electricity Industry Metering Code clause 7.2(1)	Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice communication in connection with the Code.	NR	Minor	Unlikely	Low	Low	Priority 5
420	Electricity Industry Metering Code clause 7.2(4)	A Code participant must notify its contact details to a network operator with whom it has entered into an access contract within 3 business days after the network operator's request.	2	Moderate	Unlikely	Medium	Medium	Priority 4
421	Electricity Industry Metering Code clause 7.2(5)	A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator at least 3 business days before the change takes effect.	2	Moderate	Unlikely	Medium	Medium	Priority 4
422	Electricity Industry Metering Code clause 7.5	A Code participant must not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	2	Moderate	Unlikely	Medium	Medium	Priority 4



Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
423	Electricity Industry Metering Code clause 7.6(1)	A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	2	Moderate	Unlikely	Medium	Medium	Priority 4
424	Electricity Industry Metering Code clause 8.1(1)	Representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute under or in connection with the Electricity Industry Metering Code by the negotiations in good faith.	NR	Minor	Unlikely	Low	Medium	Priority 5
425	Electricity Industry Metering Code clause 8.1(2)	If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	NR	Minor	Unlikely	Low	Medium	Priority 5
426	Electricity Industry Metering Code clause 8.1(3)	If a dispute is not resolved within 10 business days after the dispute is referred to the senior management officer, the disputing parties must refer the dispute to a senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	NR	Minor	Unlikely	Low	Medium	Priority 5
427	Electricity Industry Metering Code clause 8.1(4)	If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	2	Moderate	Unlikely	Medium	Medium	Priority 4
428	Electricity Industry Metering Code clause 8.3(2)	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective of dispute resolution with as little formality and technicality and with as much expedition as the requirements of Part 8 of the Code	NR	Minor	Unlikely	Low	Medium	Priority 5

**OBLIGATIONS RELEVANT TO 7 JANUARY 2008 (REMOVED FROM CURRENT REPORTING MANUAL - EFFECTIVE FROM 8 JANUARY 2008)**

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
114	Code of Conduct clause 2.2(1)	A marketer must ensure that each marketing representative acting on its behalf undertakes appropriate training and testing so that each marketing representative understands Part 2 of the Code of Conduct and has the abilities, knowledge and understanding specified.						
115	Code of Conduct clause 2.2(3)	A marketer must ensure that each marketing representative acting on its behalf is given a copy of the Code of Conduct.						
116	Code of Conduct clause 2.2(4)	A marketer must keep training manuals and records of training undertaken by its marketing representatives.						
117	Code of Conduct clause 2.3(1)	A marketer must give the stated contact details to the Authority and ensure that those contact details are kept up to date.						
118	Code of Conduct clause 2.3(3)	A marketer must give to the Authority on request the name, street address of the place of work and telephone number of each marketing representative acting on its behalf.						
127	Code of Conduct clause 2.7(4)	A marketing representative must inform the customer of the customer's liability regarding electricity and any other services supplied to the customer prior to the end of a cooling off period.	2	Moderate	Unlikely	Medium	Medium	Priority 4
131	Code of Conduct clause 2.8(4)	A marketing representative must give a customer on request the contact details of the marketer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
133	Code of Conduct clause 2.8(6)	A marketing representative must not represent that a non-standard contract is a standard form contract to a customer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
134	Code of Conduct clause 2.8(7)	A marketer must ensure that any comparisons and claims made by a retailer are timely, accurate and verifiable.						

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
138	Code of Conduct clause 2.9(3)	If a customer indicates during a telephone call that they wish to end the conversation, a marketing representative must end the conversation as soon as practicable and not attempt to contact the customer for the purposes of marketing for the next 30 days unless the customer agrees otherwise.	2	Moderate	Unlikely	Medium	Medium	Priority 4
139	Code of Conduct clause 2.9(4)	A marketing representative must not make a telephone call outside the permitted call times, unless requested by a customer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
140	Code of Conduct clause 2.9(5)	A marketing representative must ensure that a telephone call does not continue for more than 15 minutes past the end of the permitted call times without the customer's verifiable consent.	2	Moderate	Unlikely	Medium	Medium	Priority 4
141	Code of Conduct clause 2.9(6)	A marketer must keep the specified records regarding each telephone call made on behalf of the marketer.	Alinta does not utilise third party marketers – not subject to audit					
143	Code of Conduct clause 2.10(2)	A marketing representative must offer the information specified in writing to the customer when marketing at a customer's premises, as soon as practicable.	2	Moderate	Unlikely	Medium	Medium	Priority 4
144	Code of Conduct clause 2.10(3)	A marketing representative must wear a clearly visible and legible identity card showing the information specified when marketing at a customer's premises.	2	Moderate	Unlikely	Medium	Medium	Priority 4
149	Code of Conduct clause 2.11(1)	A marketing representative must provide the information specified verbally when meeting a customer, as soon as practicable, and after having identified the purpose of the contact, ask if the customer wishes to proceed further.	2	Moderate	Unlikely	Medium	Medium	Priority 4
150	Code of Conduct clause 2.11(2)	A marketing representative must offer the information specified in writing when meeting a customer, as soon as practicable.	2	Moderate	Unlikely	Medium	Medium	Priority 4
151	Code of Conduct clause 2.11(3)	A marketing representative must wear a clearly visible and legible identity card showing the information specified when meeting a customer.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
152	Code of Conduct clause 2.11(4)	A marketing representative must ensure that a meeting with a customer does not occur outside the permitted call times, unless requested by a customer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
153	Code of Conduct clause 2.11(5)	A marketing representative must ensure that the meeting does not continue for more than 15 minutes past the end of the permitted call times, without the customer's verifiable consent.	2	Moderate	Unlikely	Medium	Medium	Priority 4
154	Code of Conduct clause 2.11(6)	A marketer must keep the specified records about a meeting with a customer.	Alinta does not utilise third party marketers – not subject to audit					
155	Code of Conduct clause 2.12(1)	A marketing representative must provide the information specified to the customer when marketing by electronic means.	2	Moderate	Unlikely	Medium	Medium	Priority 4
156	Code of Conduct clause 2.12(2)	A marketer must not attempt to contact the customer for the purposes of marketing for 30 days after the customer indicates that the customer does not wish to proceed, unless the customer agrees otherwise.	Alinta does not utilise third party marketers – not subject to audit					
157	Code of Conduct clause 2.12(3)	A marketer must keep the specified records about each contact or attempted contact with a customer.	Alinta does not utilise third party marketers – not subject to audit					
163	Code of Conduct clause 2.14(1)	A marketer or marketing representative must only collect and use personal information in the course of marketing for the marketing purposes of the retailer.	2	Moderate	Unlikely	Medium	Medium	Priority 4
164	Code of Conduct clause 2.14(2)	A marketer or marketing representative must collect personal information directly from the customer to whom it relates unless written consent has been provided or the information relates to the customer's credit history.	2	Moderate	Unlikely	Medium	Medium	Priority 4
165	Code of Conduct clause 2.14(3)	A marketer or marketing representative must not disclose personal information collected for marketing purposes to another person unless the specified conditions are satisfied.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions			Risk Analysis					
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
166	Code of Conduct clause 2.14(4)	A marketer must use reasonable endeavours to protect personal information held by the marketer from misuse, loss, unauthorised access or modification.	Alinta does not utilise third party marketers – not subject to audit					
167	Code of Conduct clause 2.14(5)	A marketer who holds personal information must give the customer the opportunity, on request, to review the information and correct any errors in it.	Alinta does not utilise third party marketers – not subject to audit					
168	Code of Conduct clause 2.14(6)	A marketer must give the customer reasons why the customer cannot review the personal information if prevented by law from giving the customer the opportunity to review the information.	Alinta does not utilise third party marketers – not subject to audit					
169	Code of Conduct clause 2.14(7)	A marketer must keep a record of each consent given by a customer.	Alinta does not utilise third party marketers – not subject to audit					
170	Code of Conduct clause 2.14(8)	A marketer and a marketing representative must comply with the National Privacy Principles.	2	Moderate	Unlikely	Medium	Medium	Priority 4
186	Code of Conduct clause 4.7(2)	A retailer must base an estimated bill on the criteria specified.	2	Moderate	Unlikely	Medium	Medium	Priority 4
259	Code of Conduct clause 9.11(1)	A retailer must keep a record of the pre-payment meter indicators specified.	Not applicable to business customers - not subject to audit					
261	Code of Conduct clause 10.1(1)	A retailer must give notice to a customer of its tariffs and any variations in its tariffs in the Government Gazette, in a local newspaper and by notice to each customer.	Not applicable to business customers - not subject to audit					
283	Code of Conduct clause 10.10(4)	A retailer and distributor must inform a customer of any material amendment to the Code of Conduct that affects the customer's rights and obligations.	2	Moderate	Unlikely	Medium	Medium	Priority 4
291	Code of Conduct clause 11.2(2)	A retailer and distributor must make available to contestable customers, at no charge, a copy of the Customer Service Charter.	2	Moderate	Unlikely	Medium	Medium	Priority 4

Licence Conditions				Risk Analysis				
No.	Obligation	Obligation Description	Type	Consequence	Likelihood	Inherent Risk Rating	Control Risk Rating	Audit Priority
297	Code of Conduct clause 12.2(1)	A retailer, distributor and marketer must develop a guideline that assists their staff in delineating customer queries and complaints, and provides for the classification of customer complaints.	2	Moderate	Unlikely	Medium	Medium	Priority 4
298	Code of Conduct clause 12.2(2)	A retailer and distributor must refer to their respective guidelines in their Customer Service Charter.	2	Moderate	Unlikely	Medium	Medium	Priority 4
301	Code of Conduct clause 12.5(1)	A retailer, distributor and marketer must keep a record of each complaint and provide information regarding the complaint to the Authority or electricity ombudsman upon request.	2	Moderate	Unlikely	Medium	Medium	Priority 4
302	Code of Conduct clause 12.5(2)	A retailer, distributor and marketer must keep records of complaints and dispute resolution for at least three years after the date on which the complaint was resolved.	2	Moderate	Unlikely	Medium	Medium	Priority 4

# Appendix B – Risk assessment key

## Key to Risk Assessment Ratings

### Key 1: Assessment of Inherent Risk

The following table incorporates the assessment of the collective likelihood and impact of key risks relating to the Licence compliance obligation. Reference is made to AS 4360 "Risk Management" in estimating these ratings of Likelihood and Impact.

Likelihood	Consequence		
	Minor	Moderate	Major
Likely	Medium	High	High
Probable	Low	Medium	High
Unlikely	Low	Medium	High

For the purposes of this risk assessment:

- inherent risk refers to the susceptibility of the licence subject to audit, to a material error or misrepresentation, assuming there are no related controls in place
- the assessment of ‘likelihood’ is based on the volume of related activity, in the context of the relevant licence standard or requirement
- the assessment of ‘impact’ is based on the expected materiality of instances of non-compliance on Alinta Sales’ customers, in the context of its licence requirements.

### Key 2: Assessment of Audit Risk

**Inherent Risk + Control Risk + Detection Risk = Audit Risk**

The following table represents the assessment of inherent and control risks for each licence obligation prior to setting detection risk, calculating the resulting audit risk and determining the priority to be given to examining and testing the licence obligations.

Note: There is an inverse relationship between detection risk and the combined level of inherent and control risks. For example, when inherent and control risks for a licence obligation are assessed as high, to reduce audit risk to an acceptably low level, acceptable detection risk needs to be low and therefore, greater audit attention is to be applied.

Assessment of Audit Priority			
Inherent Risk	Control Risk		
	High (weak controls)	Medium	Low (strong controls)
High	Audit Priority 1	Audit Priority 2	
Medium	Audit Priority 3	Audit Priority 4	
Low	Audit Priority 5		

**Key 3: Priority Rating and resulting Audit Procedures to be applied**

Rating	Audit requirement
Audit Priority 1	<ul style="list-style-type: none"><li>▪ Controls testing and extensive substantive testing of activities and/or transactions</li><li>▪ Follow-up and if necessary, re-test matters previously reported.</li></ul>
Audit Priority 2	<ul style="list-style-type: none"><li>▪ Controls testing and moderate substantive testing of activities and/or transactions</li><li>▪ Follow-up and if necessary, re-test matters previously reported.</li></ul>
Audit Priority 3	<ul style="list-style-type: none"><li>▪ Limited controls testing (moderate sample size). Only substantively test transactions if further control weakness found</li><li>▪ Follow-up of matters previously reported.</li></ul>
Audit Priority 4	<ul style="list-style-type: none"><li>▪ Confirmation of existing controls via observation and walk through testing</li><li>▪ Follow-up of matters previously reported.</li></ul>
Audit Priority 5	<ul style="list-style-type: none"><li>▪ Confirmation of existing controls via observation, discussions with key staff and/or reliance on key references (“desktop review”).</li></ul>



# Appendix B – References

## Key Alinta staff participating in the audit

Name	Position
▪ Ralph Bates	General Manager – Retail Sales
▪ Ray Myles	Manager Customer Services
▪ Corey Dykstra	Manager Regulatory Affairs

## Other Alinta staff participating in the audit

- Retail Services Officer - Energy Billing
- Manager Energy Sales
- Brand Manager - Energy Sales
- Energy Sales Executive
- Manager Energy Market Operations
- WA Controller - Finance

## Deloitte staff participating in the audit

Name	Position	Hours
▪ Richard Thomas	Partner	16
▪ Andrew Baldwin	Account Director	132
▪ Laura McNama	Senior Analyst	194
▪ Jin Sua	Analyst	79
▪ Ben Fountain	Support Analyst	38
▪ David Wylde	Support Manager	40
▪ Quality Assurance Review performed by Deloitte Risk Services and Assurance & Advisory Services partners		7

## Key documents and other information sources examined

- Gentrack Procedures & Work Instruction Manual
- Western Power Metering Service Centre (web portal) pages/screens relevant to customer transfers and connections
- Alinta Sales Pty Ltd Commercial Electricity Supply Small Use Commercial Customer - Standard Terms and Conditions
- Alinta Sales Pty Ltd Electricity Customer Charter
- Alinta Sales Pty Ltd Standard Form Contract – May 2006
- Alinta Sales Pty Ltd Electricity Sales Agreement (50MWh+ Customers) – Standard Terms and Conditions
- Alinta Sales Pty Ltd 2007/08 Annual Electricity Performance Report
- 2006/07 Electricity Compliance Manual Data Sheets
- Alinta Sales Pty Ltd 2007/08 Annual Electricity Compliance Report
- Alinta Retail Sales & Marketing Summary 2008
- Alinta Sales/Western Power Metering Code Service Level Agreement
- Alinta Sales Pty Ltd Customer Complaint Handling Process – Electricity (last revised August 2008)
- Representations from Manager Customer Services
- Representations from General Manager – Retail Sales
- Examples of Alinta Commercial Electricity Sale Agreements
- Examples of Alinta marketing brochures
- Examples of invoices to customers

**Deloitte:** Alinta 2008 ERL Compliance Audit

- Examples of reminder notices to customers
- Alinta Privacy Policy
- BBP Private & Confidential Questionnaire
- Examples of correspondence with customers
- BBP Risk Impact and Likelihood Matrix
- Babcock & Brown Power Annual Report 2008
- Extract from ASIC database – documents lodged by Babcock & Brown Power
- Electricity Industry Metering Code 2005
- Electricity Industry Metering Code 2005 – Approved Communication Rules
- Code of Conduct for the Supply of Electricity to Small Use Customers
- Electricity Industry Customer Transfer Code 2004
- Electricity Industry Customer Transfer Code 2004 – Approved Communication Rules
- Electricity Industry Act 2004
- Electricity Retail Licence ERL6