

Rottnest Island Authority

**Performance Audit and
Asset Management System Review 2009
(Electricity Licence)**

**Final Report
June 2009**



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Suite 2, 188 Adelaide Terrace, Perth **M.** PO Box 6882, East Perth WA 6892
T. 08 9225 5181 **F.** 08 9225 5313
E. mail@quantumassurance.com.au **W.** www.quantumassurance.com.au

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Executive Summary

INTRODUCTION

The Rottnest Island Authority (RIA) has an Electricity Integrated Regional Licence (EIRL3 Licence) issued by the Economic Regulation Authority ('the Authority') under Sections 36(1) and 37(1) of the Electricity Industry Act 2004 (WA).

Under Section 13 and 14 of the *Electricity Industry Act 2004 (WA)*, the RIA is required to provide to the Authority a Performance Audit and Asset Management System Review of the Rottnest Island EIRL3 Licence to cover the period 1 February 2008 to 31 March 2009.

In November 2008, in accordance with Section 32(1) of the *Electricity Industry Act 2004 (WA)*, the Authority served notice to RIA to rectify its contravention of its Integrated Regional Licence. Specifically, the Authority required the RIA to rectify the non-compliance with Clause 24.1 and Clause 5 of RIA's Integrated Regional Licence identified in the Post Audit Implementation Plan – Rottnest Island Electricity Licence Performance Audit and Asset Management Review prepared by Qualeng and submitted to the Authority on 19 September 2008. The Authority required the RIA to rectify these contraventions by no later than 31 March 2009.

This audit comprised a Performance Audit of the RIA's compliance with the licence conditions and a review of the Asset Management System.

The objective of audit was to provide an assessment of the effectiveness of measures taken by the licensee to maintain the performance and quality standards referred to in the licence.

The objective of the Asset Management Review was to assess the adequacy and effectiveness of the asset management system in place for the planning, construction, operation and maintenance of the licensee's assets.

The audit/review applied a risk-based audit approach to focus on the systems and effectiveness of processes used to ensure compliance with the standards, outputs and outcomes required by the licence.

The audit/review covered the period from 1 February 2008 to 31 March 2009 inclusive.

CONCLUSION

Performance Audit

The audit reviewed the action taken on previous audit recommendations and confirmed that of the 83 previous audit recommendations, all except 10 have been completed (7 are partially completed and 3 are outstanding). This demonstrates that there has been a major improvement in compliance with the licence conditions. The outstanding issues concerned:

- Not providing an annual written notice to eligible customers under the clause 21(3) of the Electricity Industry Network Quality and Reliability of Supply Code; and
- Updating the Meter Readings – Work Procedures with more specific details of the use of estimated or deemed data in place of actual data.

Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that the Rottnest Island Authority has complied with its Integrated Regional Licence performance and quality standards during the audit period 1st February 2008 to 31st March 2009 apart from 4 exceptions out of 372 individual compliance obligations, as noted below:

- Not engaging an independent auditor for the period ending 30 June 2008 in accordance with clause 26 of the Electricity Industry Network Quality and Reliability of Supply Code; and subsequently not providing the audit report to the Authority in accordance with clause 27(1) and 27(3) of the Electricity Industry Network Quality and Reliability of Supply Code (an audit is currently in progress);
- Not providing an annual written notice to eligible customers under the clause 21(3) of the Electricity Industry Network Quality and Reliability of Supply Code;
- Not publishing required information (independent auditor report per Section 26(1) of the Network Quality and Reliability Supply Code as it was not completed for the year ended 30 June 2008); and
- Not publishing required information within the required timeframe under Section 26(1) of the Network Quality and Reliability Supply Code and 13.15(1) of the Code of Conduct (annual report).

These are largely historical issues that should be rectified in future by the new compliance framework that has been put in place.

Other improvements identified concerned the following:

- Obtain an annual compliance certificate from Sunco and McGees Property to confirm their compliance with various requirements of the Code of Conduct;
- The Hardship – Electricity Policy needs to be reviewed and updated to include other specific requirements of the Code of Conduct; and
- Review and update the Tungsten Meter Readings – Monthly work procedure to include the requirements of Section 5.24(2), 5.24(3) of the Electricity Industry Metering Code.

The audit confirmed the RIA has complied with its compliance reporting obligations for the period 1 July 2008 to 30 June 2008, except for the Network Quality and Reliability of Supply Code Report and the Code of Conduct Report being published on the RIA's website one day later than required and except for RIA not engaging an independent expert to audit, and report, on the on its systems for monitoring, and its compliance with specific requirements.

Asset Management Review

The review of the asset management system shows that there has been a significant improvement in processes since the previous review with all previous recommendations having been implemented.

For the audit period of 1 February 2008 to 31 March 2009, the review concluded that effective asset management processes are operating and are quantitatively controlled. There were no major exceptions.

Several opportunities for further improvements have been recommended in the Post-Audit Implementation Plan.

POST AUDIT IMPLEMENTATION PLAN

The Post-Audit Implementation Plan provides a summary of the issues and recommendations from the performance audit and asset management review with management responses from the Rottneast Island Authority.

The Post Audit Implementation Plan has been developed by the audit team in consultation with the licensee and has been approved by the licensee.

SIGN-OFF

We confirm that the Authority's Audit Guidelines: Electricity, Gas and Water Licences have been complied with in the conduct of this audit and the preparation of the report, and that the audit findings reflect our professional opinion.

GEOFF WHITE
DIRECTOR

4 AUGUST 2009

Rottnest Island Authority

**Performance Audit and
Asset Management System Review 2009
(Electricity Licence)**

**Post Audit Implementation Plan
June 2009**

Post Audit Implementation Plan

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1	Performance Audit				
1.1	83 - Electricity Industry Act Section 14.1(b) Under the FOU Agreement between the RIA and Tungsten, the Facility Manager shall fulfil the reporting requirements of the RIA's Electricity Supply Licence. Sighted the Tungsten's 'License and Permit Register – Rottneest Island – Facilities Management Contract' and confirmed that the requirement to notify the Authority of any expansions or changes to supply and distribution is included. However, Audit noted that the required timeframe under this clause for such notification is not specified in the register.	4	Tungsten's 'License and Permit Register – Rottneest Island – Facilities Management Contract' should be updated with the required timeframe under this clause for notification to the Authority of any substantial changes to generating works or distribution system.	Clause 24.2 of the RIA's electricity licence stipulates that any material change to the Asset Management System is reported to the Authority within 10 business days. This requirement will be added to the licence/permit register as recommended.	Jim Moss Rob Smithson 31 August 2009
1.2	151 - Code of Conduct clause 4.5(1) Section 2.2 of the CSC complies with the minimum contents of bill requirements. Also, Audit sighted Tax Invoice/Receipts provided to the customers by Sunco Management and confirmed that the content of the bill is compliant with this clause. However, audit noted that there is no formal confirmation of compliance obtained from Sunco and McGees Property concerning the need to include on invoices, advice about the availability of multi-lingual services.	4	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1.3	173 - Code of Conduct clause 4.19(2) The requirement to inform a customer within 10 business days of the RIA becoming aware of the error resulting in overcharging the customer and ask the customer for instruction as to whether the amount should be credited to the customer's account or repaid to the customer is not specifically confirmed by Sunco and McGees Property.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009
1.4	174 - Code of Conduct clause 4.19(3) Section 2.5 of the CSC states that if an error is made resulting in customer paying more than the correct amount, the excess amount will be refunded to the customer, or credited to the customer's account within 12 working days. However, Audit noted that Section 8.6 of the Standard Form Contract states that RIA will refund money overpaid on the account to the customer, but no timeframe is specified within which this action ought to happen. There is no specific confirmation that this requirement is being met by Sunco and McGees Property.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009
1.5	175 - Code of Conduct clause 4.19(4) The requirement that if RIA does not receive any instructions from the customer on whether to repay or credit the overcharged amount to the customer within 20 business days of making the request, RIA must credit the amount overcharged to the customer's account is not covered by the SFC or confirmation from	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	Sunco and McGees Property.. Audit confirmed with the FOU Contract Manager that there were no overcharged amounts during the audit period.				
1.6	179 - Code of Conduct clause 5.3 Sunco no longer offers a direct debit method of payment on the tax invoice. However, Audit noted that the Section 8.5 of the Standard Form Contract still offers direct debit as a method of payment.	3	If direct debit is not offered by the RIA as a method of payment, then this option should be deleted from the Standard Form Contract.	As per the Code of Conduct 2008, Direct Debit is not a mandatory bill paying option. The SFC will be amended to delete this option in line with the CSC.	Rob Smithson 31 August 2009
1.7	180 and 181 - Code of Conduct clause 5.4 and 5.5 The requirement for RIA to accept payment in advance from a customer on request and the minimum amount is not stated in the SFC and is not specifically confirmed by Sunco and McGees Property. 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. This is stated in the Hardship Policy but as it may also apply to non-hardship customers, confirmation of compliance needs to be obtained from Sunco and McGees Property.	4	Include these requirements in an annual compliance certificate to be obtained from Sunco and McGees Property.	This requirement will be added.	Rob Smithson 31 August 2009
1.8	182 – 184 Code of Conduct clause 5.6(1) to (3) Audit sighted a letter by which RIA instructed Sunco and McGees Property to be fully conversant with the requirements and obligations of the Code of Conduct.	3	Sunco and McGees Property to provide an annual certificate of compliance with the requirement of this clause of the Code of Conduct.	Evidence of compliance by way of letters from Sunco and McGee's will be requested.	Rob Smithson 31 August 2009

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	However, no evidence was available to audit confirming that Sunco and McGees Property comply with this clause of the Code of Conduct.				
1.9	<p>190 - Code of Conduct clause 5.8(3)</p> <p>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.</p> <p>However, no evidence was available to audit confirming that Sunco and McGees Property comply with this clause of the Code of Conduct.</p>	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This requirement will be added.	Rob Smithson 31 August 2009
1.10	<p>199 - Code of Conduct clause 6.4(2)</p> <p>Item 7.4, 8.5 and Section 8 in general of the Hardship Policy – Electricity partially covers the requirement of this clause.</p> <p>However, audit noted that the Hardship Policy is silent on the need to:</p> <ul style="list-style-type: none"> - specify that due to seasonal fluctuations in the residential customer's usage, paying in instalments may result in the residential customer being in credit or debit during the period of the plan; and - make provision for re-calculation of the amount of the instalments where the difference between the residential customer's estimated consumption and actual consumption may result in the residential customer being significantly in credit or debit at the end of the period of the plan. 	3	The Hardship Policy – Electricity to be updated for the requirements of clause 6.4(2)(f) and 6.4(2)(h) of the Code of Conduct.	The Hardship Policy will be amended as recommended.	Rob Smithson 31 August 2009

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1.11	204 & 205 - Code of Conduct clause 6.9(1) & (2) The requirement to determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representative organisations is not included in the Financial Hardship policy.	3	The Financial Hardship policy should be updated for the requirement of this clause.	The Hardship Policy will be amended as recommended.	Rob Smithson 31 August 2009
1.12	212 - Code of Conduct clause 7.2 This clause relates to the limitations on disconnection for failure to pay bill, for reasons not limited to financial hardship. Section 6.1 item 1 'Non-payment of a bill' of the Standard Form Contract partially cover the requirements of this clause in relation when the customer has entered into an approved payment arrangement for financial hardship or where the customer has agreed to a payment plan due to payment difficulties. This is also covered by the Hardship Policy – Electricity. Audit noted that there is no confirmation from Sunco and McGees Property re the requirement for no disconnection of a customer's supply address for failure to pay bill: - within 1 business day after the expiry of the period referred to in the disconnection warning; - if the customer has made an application for concession; - if a customer has failed to pay an amount which does not relate to supply of electricity; or - if the supply address does not relate to the bill.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1.13	240 - Code of Conduct clause 10.1(3) Section 15 of the SFC does not provide any timeframe for provision of the information on tariffs that was requested by a customer. There is also no confirmation from Sunco and McGees Property that this requirement is being met.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009
1.14	243 - Code of Conduct clause 10.2(3) Bills are issued on a monthly basis. Section 8.1 of the SFC and Section 2.1 of the CSC provide for supply of additional statements of account on request for a fee. However, audit noted that the required timeframe for provision of additional statements of account is not stated in the SFC or the CSC. There is also no confirmation from Sunco and McGees Property that this requirement is being met.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009
1.15	245 - Code of Conduct clause 10.3 The CSC provides for concession information to be provided to customers. Section 15 'Customer Information' of the SFC does not include provision of concession information to a customer on request. There is also no confirmation from Sunco and McGees Property that this requirement is being met.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009
1.16	247 - Code of Conduct clause 10.5 Section 15 'Customer Information' of the SFC does not include provision of information relating to the distribution of electricity to a customer on request. There is also no confirmation from Sunco and McGees Property that this requirement is being met.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1.17	<p>248 - Code of Conduct clause 10.6</p> <p>Sighted Tungsten's File Note acknowledging that on request by a customer, Tungsten will provide general information on safe use of electricity, on quality and reliability of supply.</p> <p>Section 15 "Customer Information" of the Standard Form Contract does not include the requirements of this clause. There is also no confirmation from Sunco and McGees Property that this requirement is being met.</p>	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009
1.18	<p>251 - Code of Conduct clause 10.7(3)</p> <p>Section 2.1 of the CSC does not provide any timeframe for provision of requested consumption data. There is also no confirmation from Sunco and McGees Property that this requirement is being met.</p>	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended.	Rob Smithson 31 August 2009
1.19	<p>289 - Code of Conduct clause 13.15(1)</p> <p>The audit noted that the RIA has prepared a Code of Conduct Report for the period 1 July 2007 to 30 June 2008.</p> <p>However, the audit noted that the report was published on the RIA website on 2/10/2008, therefore 1 day later than required by the Code. This was due to the technical difficulties uploading the document, however these problems were resolved and the report was published on 2 October 2008.</p> <p>Audit sighted the RIA's Electricity Compliance Spreadsheet with the Code of Conduct Report due</p>	3	<p>RIA to ensure that all future Code of Conduct Reports to be published on the RIA website within the regulatory timeframes required.</p> <p>Tungsten's License and Permit Register should be updated for the requirement that the report must be published not later than the following 1 October on the RIA website.</p>	Recommendations have been implemented.	Completed

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>dates included as part of the schedule of events to ensure regulatory timeframes are met.</p> <p>Under the FOU Agreement, Tungsten is responsible for ensuring the RIA is compliant with all its electricity licence and reporting requirements. The License and Permit Register has been amended to include all reporting requirements and is reviewed weekly at the FOU meeting. However, the requirement that the reports must be published not later than the following 1 October on the RIA website is not included in the register.</p>				
1.20	<p>357 – Electricity Industry Metering Code clause 4.8(5)</p> <p>Confirmation was provided by the PMG's Operations Support Manager regarding password length and complexity.</p> <p>However, no evidence was provided of access to the metering database being issued to the authorised personnel only and that there is a formal procedure in place for authorising new user's accounts and deactivating of user account once the user's access is no longer required e.g. staff resignation.</p>	3	Tungsten to provide evidence of access to the metering database being issued to the authorised personnel only and that there is a formal procedure in place for authorising new user's accounts and deactivating of user account once the user's access is no longer required e.g. staff resignation.	The requested information will be provided	<p>Steve Clarke Rob Smithson</p> <p>30 September 2009</p>
1.21	<p>361 – Electricity Industry Metering Code clause 5.3</p> <p>The Meter Readings – Monthly work procedure all meters are read monthly. The meter reading is marked down on the manual data entry sheet first and then entered into the metering database. The Tungsten Contract Manager advised that the energy data are transferred into the metering database promptly the</p>	3	Update the Meter Readings – Monthly work procedure for the prescribed timeframe for transfer of the energy data into its metering database.	Recommendations will be implemented (depending on length of procedure, reference to appropriate code and clause may be added only).	<p>Steve Clarke Rob Smithson</p> <p>30 September 2009</p>

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>same day of the meter reading.</p> <p>However, audit noted that the work procedure does not specify the prescribed timeframe for transfer of the energy data into its metering database i.e. no later than 2 business days after the date for a scheduled meter reading for the metering point within or such other time as is specified in applicable service level agreement.</p>				
1.22	<p>400 – Electricity Industry Metering Code clause 5.22(5)</p> <p>The Meter Readings – Monthly work procedure is in place that deals with provision of estimated data. However, audit noted that the procedure states: “Should any data be corrupted, unavailable or missing, the average usage of the past year will be used to provide data validation”. It is not clear whether the average usage of the past years is meant to be the basis for substitution or estimation of energy data rather than to provide data validation. Moreover, this estimation basis is not in line with the estimation basis provided in Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract.</p>	4	Clarify the basis of substitution or estimation of energy data in the Meter Readings – Monthly work procedure. The basis of substitution or estimation of energy data should be aligned with the estimation basis provided in Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract.	Recommendation will be implemented.	<p>Steve Clarke Rob Smithson</p> <p>30 September 2009</p>
1.23	<p>403 – Electricity Industry Metering Code clause 5.23(3)</p> <p>The Tungsten’s Contract Manager advised that faulty meters would be replaced. However, the Meter Readings – Monthly work procedure does not cover the requirement of this clause.</p>	3	The Meter Readings – Monthly work procedure should be updated to cover the requirements of this clause.	Recommendation will be implemented.	<p>Steve Clarke Rob Smithson</p> <p>30 September 2009</p>

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1.24	405 – Electricity Industry Metering Code clause 5.24(2) The Meter Readings – Monthly work procedure covers the requirement re actual data for energy data (see item 452) but the requirement re deemed actual data as per this clause is not included in the work procedure.	3	The Meter Readings – Monthly work procedure to be updated to include reference to the deemed actual data to comply with the requirements of this clause.	Recommendation will be implemented.	Steve Clarke Rob Smithson 30 September 2009
1.25	406 – Electricity Industry Metering Code clause 5.24(3) The Meter Readings – Monthly work procedure covers the requirement re actual data for energy data (see item 452) but the requirement re estimated or substituted value as per this clause is not included in the work procedure.	3	The 'Meter Readings – Monthly work procedure to be updated to include reference to the re estimated or substituted value to comply with the requirements of this clause. The basis of substitution or estimation of energy data should be aligned with the estimation basis provided in Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract.	Recommendation will be implemented.	Steve Clarke Rob Smithson 30 September 2009
1.26	443 – Electricity Industry Network Quality and Reliability of Supply) Code clause 21(3) Audit was not provided with evidence of annual written notice being provided to eligible customers.	2	A written notice should be provided to eligible customers about payments for failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 not less than once in each financial year.	A letter has been forwarded to Sunco for dispatch with next electricity bill to be sent out the week commencing 29 June 2009. This requirement has also been included in the Compliance Register to occur each year in June/July.	Completed
1.27	450 – Electricity Industry Network Quality and Reliability of Supply) Code clause 26	2	RIA to arrange for an independent audit and report on its systems for monitoring, and its	Norman Disney Young have been engaged to	Rob Smithson

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>Audit noted that the RIA did not engage an independent expert to audit, and report on, the operation of the systems that are in place for monitoring the RIA's compliance with Part 2 or an instrument made under Section 14(3) for the period ending on 30 June 2008.</p> <p>Confirmed with the FOU Contract Manager that Norman Disney Young (NDY) were engaged to undertake an independent audit for the period ending 30 June 2009. The report is currently being finalised by NDY.</p> <p>Audit noted that requirement for performance audit and relevant due dates are included in the RIA's Electricity Compliance Spreadsheet and in the Tungsten's License and Permit Register.</p>		<p>compliance with specific requirements on an annual basis. This is to be carried out in respect of the operation of such systems during each year ending on 30 June.</p>	<p>undertake an independent audit.</p> <p>The independent audit will be forwarded to the Minister for Energy and the Authority and will be published on the website on completion.</p>	<p>30 September 2009</p>
1.28	<p>451 – Electricity Industry Network Quality and Reliability of Supply) Code clause 27(1)</p> <p>The Network Quality Reliability of Supply Annual Report 2007/08 was not published on the RIA's website by the due date (1/10/2008). The RIA attempted to upload these documents by the due date however experienced technical difficulties which were resolved with uploading taking place on 2/10/2008.</p> <p>Also, audit noted that a copy of an auditor report prepared by an independent expert in accordance with Section 26(1) of the NQ&R Code was not published on the RIA's website.</p> <p>Audit sighted the RIA's Electricity Compliance Spreadsheet with the Network Quality Reliability of</p>	2	<p>RIA should ensure that all future Network Quality Reliability of Supply Annual Reports as well as a copy of an audit report prepared by an independent expert to be published on the RIA's website within the regulatory timeframes required.</p> <p>Tungsten's License and Permit Register should be updated for the requirement that the report must be published not later than the following 1 October on the RIA website and available free of charge in the RIA office.</p>	<p>A separate compliance spreadsheet has been prepared which details all reports required under the electricity licence. It also details dates due and other information (eg publishing, forwarding to minister, independent auditing of reports etc). A similar sheet has been prepared for the water licence. In addition to this spreadsheet, examples of previous reports (or data</p>	<p>Completed</p>

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>Supply Annual Report as well as independent audit report publication due dates included as part of the schedule of events to ensure regulatory timeframes are met.</p> <p>Under the FOU Agreement, Tungsten is responsible for ensuring the RIA is compliant with all its electricity licence and reporting requirements. The License and Permit Register has been amended to include all reporting requirements and is reviewed weekly at the FOU meeting. However, the requirement that the reports must be published not later than the following 1 October on the RIA website and available free of charge in the RIA office is not included in the register.</p>			<p>sheets as applicable) have been included to assist with report preparation.</p>	
1.29	<p>452 – Electricity Industry Network Quality and Reliability of Supply) Code clause 27(3)</p> <p>Audit confirmed that the Network Quality Reliability of Supply Annual Report 2007/08 was submitted to the Authority and to the Minister on 23 September 2008.</p> <p>However, audit noted that a copy of an audit report prepared by an independent expert was not provided to the Authority and to the Minister within the timeframes required.</p> <p>Audit confirmed the due date for submitting the Network Quality Reliability of Supply Annual Report to the Authority and to the Minister is included in the RIA's Electricity Compliance Spreadsheet and in the Tungsten's License and Permit Register.</p>	2	<p>RIA should ensure that all future Network Quality Reliability of Supply Annual Reports as well as a copy of an audit report prepared by an independent expert to be provided to the Authority and to the Minister within the regulatory timeframes required.</p>	<p>A separate compliance spreadsheet has been prepared which details all reports required under the electricity licence. It also details dates due and other information (eg publishing, forwarding to minister, independent auditing of reports etc). A similar sheet has been prepared for the water licence. In addition to this spreadsheet, examples of previous reports (or data sheets as applicable) have been included to assist with report preparation.</p>	Completed

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
2	Asset Management System Review				
2.1	Asset Planning – Demand Management <p>Section 3 of the AMP considers future demand management issues. This Section shows that there may be a shortfall in power supply in 2009-10 under a “business as usual” scenario (graph in Section 3.1, based on the “Rottnest Island Taskforce” May 2004 report).</p> <p>Tungsten noted that the reliable plant capacity power figure of 900 kW quoted in the AMP may be too conservative, and that the actual figure should be in the order of 1100 kW. Demand forecasting will need to be updated based on the revised assessment of power and future demand (eg. from “Visitors Capacity Survey” commissioned on Curtin University).</p>	3	Review the AMP to update the power capacity figure and the demand curves as applicable. Review capability to satisfy demand from 2010 onwards.	The need for this review has been identified and will be completed.	Steve Clarke Rob Smithson 30 September 2009
2.2	Asset Maintenance - Procedures <p>The ‘Work Order Priorities Procedure & Definitions’ is in place to guide the Power Service Coordinator or delegated qualified Electrician in assessing the Work Order and assign a priority under the criteria specified in the policy and this would suggest action required.</p>	4	The “Work Order Priorities Procedure & Definition” may need minor review to remove uncertainty in response. For example, one of the criteria for assessment of priority is the same for P1 (Immediate, without delay) and P2 (Urgent) response. Job Logging Reports do not show the procedure priority rating (P1-P4).	The procedure will be updated.	Steve Clarke Rob Smithson 31 August 2009
2.3	Asset Management Information System - Procedures <p>The financial system used by Tungsten for the financial management of the assets is Microsoft Dynamics Nav</p>	3	There should be evidence of users and operators awareness of procedures in use.	Current employees will be reminded of the procedures and requested to sign that they have read	Steve Clarke Rob Smithson

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>(Navision).</p> <p>Tungsten's Integrated Management System (TIMS) is used by Tungsten for asset management.</p> <p>Tungsten has generic (company-wide) procedures and have created some Rottneest Island specific procedures (adapted from generic). More procedures are to be converted as needed by operation.</p>			<p>and understood the procedures.</p> <p>New employees will be required to sign that they have read and understood the procedures as part of their induction.</p>	30 September 2009
2.4	<p>Contingency Planning - Testing</p> <p>The Tungsten "Rottneest Island Electrical Service Recovery Plan" dated January 2009 is in place providing different scenarios and action plans. A schedule for Electrical Service Recovery Plan drill is included at the back of the plan.</p> <p>According to the schedule, each month a different scenario is to be tested. As advised by the Tungsten Contract Manager, one scenario has been performed to date. This was based on a simulated phone call and they went through the process and documented what was done. The process was subsequently reviewed and refined.</p> <p>In addition, the RIA also has the 'Local Emergency Management Arrangements' and the 'Rottneest Island Evaluation Arrangements and Planning Guidelines' in place.</p>	4	Test the contingency planning scenarios as per the schedule.	The scheduled testing will continue.	<p>Steve Clarke</p> <p>Rob Smithson</p> <p>Ongoing.</p>
2.5	<p>Capital Expenditure Planning – Replacement Plan</p> <p>The Asset Register and the Replacement Plan are generally consistent in identifying plant condition.</p>	3	Review the Asset Register against the Replacement Plan for consistency and update as necessary.	The Asset Register and the Replacement Plan will be reviewed for	<p>Steve Clarke</p> <p>Rob Smithson</p>

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	Some items of plant are shown as needing maintenance in asset register but are not listed in Restoration/Replacement Plan within the AMP (eg. Cooling Towers Gen-Set 2 and 5).			consistency and updated..	30 September 2009

Rottnest Island Authority

**Performance Audit and
Asset Management System Review 2009
(Electricity Licence)**

**Detailed Report
- Introduction
June 2009**

1. Background

The Rottnest Island Authority (RIA) has an Electricity Integrated Regional Licence (EIRL3 Licence) issued by the Economic Regulation Authority ('the Authority') under Sections 36(1) and 37(1) of the Electricity Industry Act 2004 (WA).

Under Section 13 and 14 of the *Electricity Industry Act 2004 (WA)*, the RIA is required to provide to the Authority a Performance Audit and Asset Management System Review of the Rottnest Island EIRL3 Licence to cover the period 1 February 2008 to 31 March 2009.

In November 2008, in accordance with Section 32(1) of the *Electricity Industry Act 2004 (WA)*, the Authority served notice to RIA to rectify its contravention of its Integrated Regional Licence. Specifically, the Authority required the RIA to rectify the non-compliance with Clause 24.1 and Clause 5 of RIA's Integrated Regional Licence identified in the Post Audit Implementation Plan – Rottnest Island Electricity Licence Performance Audit and Asset Management Review prepared by Qualeng and submitted to the Authority on 19 September 2008. The Authority required the RIA to rectify these contraventions by no later than 31 March 2009.

This audit comprised an Performance Audit of the RIA's compliance with the licence conditions and a review of the Asset Management System.

2. Audit/Review Approach

2.1 Objectives and Scope

2.1.1 Performance Audit

The objective of the Performance Audit was to provide an assessment of the effectiveness of measures taken by the licensee to maintain the performance and quality standards referred to in the licence.

The audit applied a risk-based audit approach to focus on the systems and effectiveness of processes used to ensure compliance with the standards, outputs and outcomes required by the licence.

The scope of the audit covered the following:

- Risk assessment – the risks posed by non-compliance with the licence standards and development of a risk-based audit plan to focus on the higher risk areas, with less intensive coverage of medium and low risk areas;
- Process compliance - the effectiveness of systems and procedures in place throughout the audit period, including the adequacy of internal controls;
- Outcome compliance – the actual performance against standards prescribed in the licence throughout the audit period;
- 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);
- Integrity of performance reporting – the completeness and accuracy of the performance reporting to the Authority; and
- Compliance with any individual licence conditions – any specific requirements imposed by the Authority or specific issues for follow-up that are advised by the Authority.

The audit reviewed the status of the previous audit recommendations and also identified areas where improvement is required based on the current audit period.

2.1.2 Asset Management Review

The objective of the Asset Management Review was to assess the adequacy and effectiveness of the asset management system in place for the planning, construction, operation and maintenance of the licensee's assets.

The scope of the review covered the following:

- the adequacy of the asset management system by considering the outputs of the system such as the operations and maintenance plans, financial plans and asset registers; and
- the effectiveness of the asset management system by considering the systems established for the planning, construction, operation and maintenance of works.

The review assessed the status of the previous review recommendations and also identified areas where improvement is required based on the current audit period.

2.2 Audit Period and Timing

The audit covered the period 1st February 2008 to 31st March 2009 inclusive. The audit was conducted from 25th May 2009 to 18th June 2009.

2.3 Licensee's Representatives participating in the Audit

Rob Smithson	A/Contract Manager – FOU, RIA
Greg Ellson	Director RIA
Colm Stanley	Senior Contract Manager (Tungsten Group (TG))

2.4 Key Documents Examined

- Rottnest Island Authority Integrated Regional Licence (EIRL3), dated 29th January 2009;
- Audit Report "Rottnest Island Electricity Licence Operational/ Performance Audit and Asset Management Review" dated 18 September 2008;
- "Operational/Performance Audit Checklist and Summary" dated 18 September 2008;
- "Asset Management System Review Checklist and Summary" dated 18 September 2008;
- "Post Audit Implementation Plan Rottnest Island Electricity Licence Operational/ Performance Audit and Asset Management Review" dated 18 September 2008;
- "Notice to Rectify Contraventions of Electricity Licence" issued to Rottnest Island by the Authority on 13 November 2008;
- "Electricity Compliance Reporting Manual April 2008";
- "Electricity Licence Compliance Review Procedure" and spreadsheet;
- "Standard Form Contract for the Supply of Electricity on Rottnest Island (SFC)";
- "Operation of Electrical Services Customer Service Charter 2009";
- "Rottnest Island Facilities, Operations and Utilities Management Agreement between Rottnest Island Authority and Tungsten Group Pty Limited";
- "Rottnest Island Authority Hardship Policy – Electricity";
- "Hardship Communication Register";
- Tungsten "License and Permit Register – Rottnest Island – Facilities Management Contract";
- RIA "Electricity Customer Complaints Procedure";
- "Rottnest Island Authority Asset Management Plan Power" dated March 2009;
- "Draft Rottnest Island Strategic Development Plan 2009-2014";
- Tungsten "Meter Installation and Calibration Work Procedure";
- Tungsten "Meter Reading – Monthly Work Procedure";
- "Rottnest Island Meter Data Base";
- "ERA Audit kWh Meter Calibration History";
- Programmed Services "Disaster Recovery Framework";
- Tungsten "Standing Data Items Compliance Review Procedure";
- Tungsten "Voltage and Harmonic Fluctuation Monitoring Work Procedure";
- Correspondence between the RIA and the Authority, RIA and Western Power, RIA and the Tungsten, and RIA and Sunco and McGees Property;
- Job Logging reports;
- Coding lists for logging jobs;
- RIA "Business Case Template";
- Excerpts from Norman Disney & Young "Monitoring Systems Audit 2009 (Draft)";
- Programmed Services "Rottnest Island Power Operations Policy Statement";
- Synovate "RI Visitor Research, Final Report 2007/08 Results" - July 2008;
- Programmed Services "Action Plan Generator 7" - January 2009;

- GHD “Investigative Report for Rottneest Island, Fire in Generator 7” – January 2009;
- Tungsten “Planned Preventative Maintenance Plan”;
- “Changeover Strategy for the RIA for the Automation of the Existing Main Distribution Board as part of the Rottneest Island Wind Diesel System” dated March 2006; and.
- Tungsten “Rottneest Island Electrical Service Recovery Plan” dated January 2009

2.5 Compliance Ratings

The RIA’s compliance with the licence obligations was assessed using the following compliance ratings.

COMPLIANCE STATUS	RATING	DESCRIPTION OF COMPLIANCE
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

2.6 Effectiveness Ratings

The effectiveness of key processes in the asset management system was assessed using the following effectiveness ratings.

EFFECTIVENESS	RATING	DESCRIPTION
Continuously improving	5	Continuously improving organisation capability and process effectiveness
Quantitatively controlled	4	Measurable performance goals established and monitored
Well-defined	3	Standard processes documented, performed and coordinated
Planned and tracked	2	Performance is planned, supervised, verified and tracked
Performed informally	1	Base practices are performed
Not performed	0	No process in place

2.6 Audit Team and Hours

CONSULTANT	POSITION	HOURS
Geoff White	Director	10
Shane Gallagher	Manager	20
Andrea Stefkova	Senior Consultant	30
Mike Zammit	Qualeng	60
	Total	120

Qualeng was engaged by Quantum Consulting to provide technical assistance with the review of the Asset Management System, particularly with review of the asset creation/acquisition, asset maintenance and asset operations components.

Rottnest Island Authority

**Performance Audit and
Asset Management System Review 2009
(Electricity Licence)**

**Detailed Report
- Performance Audit
June 2009**

3. Performance Audit

The preliminary risk assessment included in the Audit Plan was reviewed and updated in the course of the audit and a compliance rating using the scale in Section 2.5 was assigned to each obligation under the licence, as shown in Section 3.1. Section 3.2 provides details of the current status of key recommendations from the previous audit. Section 3.3 provides further details of the systems and the compliance assessment for each obligation.

3.1 Summary of Compliance Ratings

The audit assessment of the compliance ratings for each licence condition is shown below.

Operating area	Operating Licence reference (Cl.=clause, Sch.=schedule)	Consequence (1=minor, 2=moderate, 3=major)	Likelihood (A=likely, B=probable, C=unlikely)	Inherent Risk (Low, Medium, High)	Adequacy of existing controls (S=strong, M=moderate, W=weak)	Compliance Rating (1=significantly non-compliant, 2=non-compliant, 3=compliant, 4=compliant, 5=compliant)				
						1	2	3	4	5
Electricity Industry Transfer Code	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry (Obligation to Connect) Code	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry (Licence Conditions) Regulations	Cl. 5.1	N/A	N/A	N/A	N/A					
ELECTRICITY INDUSTRY ACT – LICENCE CONDITIONS AND OBLIGATIONS										
Electricity Industry Act Section 13(1)	Cl. 23.1	1	C	Low	Strong					✓
Electricity Industry Act Section 14(1)(a)	Cl. 24.1	3	C	High	Strong					✓
Electricity Industry Act Section 14(1)(b)	Cl. 24.1&2	1	C	Low	Moderate				✓	
Electricity Industry Act Section 14(1)(c)	Cl. 24.3	1	C	Low	Strong					✓
Electricity Industry Act Section 17(1)	Cl. 4.1	1	C	Low	Strong					✓
Electricity Industry Act Section 31(3)	Cl. 5.1	3	C	High	Strong					✓
Electricity Industry Act Section 41(6)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 54(1)	Cl. 13.1	1	C	Low	Strong					✓
Electricity Industry Act Section 54(2)	Cl. 14.4	1	C	Low	Strong					✓
Electricity Industry Act Section 62(1)(b)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 64(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 65(d)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 76	Cl. 17.1	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 101	Cl. 19.1	1	C	Low	Strong					✓
Electricity Industry Act Section 115(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 115(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
ELECTRICITY LICENCES - LICENCE CONDITIONS AND OBLIGATIONS										
Electricity Industry Act Section 11	Cl. 6.1	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 11	Cl. 6.2	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 11	Cl. 13.2	1	C	Low	Strong					✓
Electricity Industry Act Section 11	Cl. 13.3	1	C	Low	Strong					✓
Electricity Industry Act Section 11	Cl. 14.1	1	C	Low	Strong					✓

Operating area	Operating Licence reference (Cl.=clause, Sch.=schedule)	Consequence (1=minor, 2=moderate, 3=major)	Likelihood (A=likely, B=probable, C=unlikely)	Inherent Risk (Low, Medium, High)	Adequacy of existing controls (S=strong, M=moderate, W=weak)	Compliance Rating (1=significantly non-compliant, 2=non-compliant, 3=compliant, 4=compliant, 5=compliant)				
						1	2	3	4	5
Electricity Industry Act Section 11	Cl. 15.2	1	C	Low	Strong					✓
Electricity Industry Act Section 11	Cl. 20.2	2	C	Med	Strong					✓
Electricity Industry Act Section 11	Cl. 20.3	1	C	Low	Strong					✓
Electricity Industry Act Section 11	Cl. 21.1	2	C	Med	Strong					✓
Electricity Industry Act Section 11	Cl. 22.4	N/A	N/A	N/A	N/A					
Electricity Industry Act Section 11	Cl. 23.2	2	C	Med	Strong					✓
Electricity Industry Act Section 11	Cl. 24.4	2	C	Med	Moderate				✓	
Electricity Industry Act Section 11	Cl. 25.1	2	C	Med	Moderate				✓	
Electricity Industry Act Section 11	Cl. 26.1	1	C	Low	Strong					✓
Electricity Industry Act Section 11	Cl. 27.2	1	C	Low	Strong					✓
Electricity Industry Act Section 11	Cl. 28.1	1	C	Low	Strong					✓
CODE OF CONDUCT – LICENCE CONDITIONS AND OBLIGATIONS										
Code of Conduct clause 2.1	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.2	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.3(1)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.3(2)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.3(3)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.4(1)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.4(2)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.4(3)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.4(4)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.5(1)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.5(2)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.5(3)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.5(4)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.5(5)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.6(1)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.6(2)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.6(3)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.6(4)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.6(5)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.6(6)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.6(7) and 2.6(8)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.7(1)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.7(2)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.7(3)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.7(4)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.7(5)	Cl. 6.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 2.8	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 3.1(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 3.1(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 4.1	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.2(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.2(3)	Cl. 5.1	1	B	Low	Strong					✓

Operating area	Operating Licence reference (Cl.=clause, Sch.=schedule)	Consequence (1=minor, 2=moderate, 3=major)	Likelihood (A=likely, B=probable, C=unlikely)	Inherent Risk (Low, Medium, High)	Adequacy of existing controls (S=strong, M=moderate, W=weak)	Compliance Rating (1=significantly non-compliant, 2=non-compliant, 3=compliant, 4=compliant, 5=compliant)				
						1	2	3	4	5
Code of Conduct clause 4.2(4)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.2(5)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.2(6)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.3(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.3(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.4	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.5(1)	Cl. 5.1	1	B	Low	Moderate				✓	
Code of Conduct clause 4.5(3)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.6(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.6(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 4.7	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.8(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.8(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.8(3)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 4.9	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.10	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.11(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.11(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.12(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 4.13	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 4.14(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.14(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.15(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.15(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.16	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.17(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.17(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.18(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 4.19(2)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 4.19(3)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 4.19(4)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 5.1	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 5.2(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 5.2(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 5.3	Cl. 5.1	1	C	Low	Moderate				✓	
Code of Conduct clause 5.4	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 5.5	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 5.6(1)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 5.6(2)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 5.6(3)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 5.7(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 5.7(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 5.7(4)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 5.8(1)	Cl. 5.1	1	C	Low	Strong					✓

Operating area	Operating Licence reference (Cl.=clause, Sch.=schedule)	Consequence (1=minor, 2=moderate, 3=major)	Likelihood (A=likely, B=probable, C=unlikely)	Inherent Risk (Low, Medium, High)	Adequacy of existing controls (S=strong, M=moderate, W=weak)	Compliance Rating (1=significantly non-compliant, 2=non-compliant, 3=compliant, 4=compliant, 5=compliant)				
						1	2	3	4	5
Code of Conduct clause 5.8(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 5.8(3)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 6.1(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.1(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.1(3)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.2(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.2(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.2(3)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.3	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.4(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.4(2)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 6.6(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.6(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.7	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.8	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.9(1)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 6.9(2)	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 6.10(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.10(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.10(3)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.10(4)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 6.11	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 7.1	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 7.2	Cl. 5.1	2	C	Med	Moderate			✓		
Code of Conduct clause 7.3	Cl. 5.1	1	C	Low	Moderate			✓		
Code of Conduct clause 7.4	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 7.5	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 7.6	Cl. 5.1	3	C	High	Strong					✓
Code of Conduct clause 7.7(1)	Cl. 5.1	3	C	High	Strong					✓
Code of Conduct clause 7.7(2)	Cl. 5.1	3	C	High	Strong					✓
Code of Conduct clause 8.1(1)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 8.1(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 8.2	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 8.3(1)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 8.3(2)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 9.3(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.3(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.4	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.5(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.5(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.6	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.7	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.8	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.9(1)	Cl. 5.1	N/A	N/A	N/A	N/A					

Operating area	Operating Licence reference (Cl.=clause, Sch.=schedule)	Consequence (1=minor, 2=moderate, 3=major)	Likelihood (A=likely, B=probable, C=unlikely)	Inherent Risk (Low, Medium, High)	Adequacy of existing controls (S=strong, M=moderate, W=weak)	Compliance Rating (1=significantly non-compliant, 2=non-compliant, 3=compliant, 4=compliant, 5=compliant)				
						1	2	3	4	5
Code of Conduct clause 9.9(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.9(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.9(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.9(6)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 9.10	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 10.1(1)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 10.1(2)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 10.1(3)	Cl. 5.1	1	B	Low	Moderate			✓		
Code of Conduct clause 10.2(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.2(2)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.2(3)	Cl. 5.1	1	B	Low	Moderate			✓		
Code of Conduct clause 10.2(4)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.3	Cl. 5.1	1	B	Low	Moderate			✓		
Code of Conduct clause 10.4	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.5	Cl. 5.1	1	B	Low	Moderate			✓		
Code of Conduct clause 10.6	Cl. 5.1	1	B	Low	Moderate			✓		
Code of Conduct clause 10.7(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.7(2)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.7(3)	Cl. 5.1	1	B	Low	Moderate			✓		
Code of Conduct clause 10.7(4)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.8(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.8(2)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 10.9	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.10(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.10(2)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.10(3)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 10.11(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 10.11(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 10.12(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 10.12(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 11.1(1)	Cl. 15.1	2	C	Med	Strong					✓
Code of Conduct clause 11.1(2)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 11.2(1)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 11.2(2)	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 12.1(1)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 12.1(2)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 12.1(3)	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 12.2	Cl. 5.1	2	C	Med	Strong					✓
Code of Conduct clause 12.3	Cl. 5.1	1	C	Low	Strong					✓
Code of Conduct clause 12.4	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 13.1	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.2	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.3(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.3(2)	Cl. 5.1	1	B	Low	Strong					✓

Operating area	Operating Licence reference (Cl.=clause, Sch.=schedule)	Consequence (1=minor, 2=moderate, 3=major)	Likelihood (A=likely, B=probable, C=unlikely)	Inherent Risk (Low, Medium, High)	Adequacy of existing controls (S=strong, M=moderate, W=weak)	Compliance Rating (1=significantly non-compliant, 2=non-compliant, 3=compliant, 4=compliant, 5=compliant)				
						1	2	3	4	5
Code of Conduct clause 13.4	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.5	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 13.6	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.7	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 13.8	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.9	Cl. 5.1	2	A	High	Strong					✓
Code of Conduct clause 13.10(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.10(2)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.11	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.12	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 13.13	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 13.14	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 13.15(1)	Cl. 5.1	1	B	Low	Moderate			✓		
Code of Conduct clause 13.15(2)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 14.1(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 14.1(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Code of Conduct clause 14.2	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 14.3(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 14.3(2)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 14.4(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 14.4(2)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 14.6(1)	Cl. 5.1	1	B	Low	Strong					✓
Code of Conduct clause 14.6(2)	Cl. 5.1	1	B	Low	Strong					✓
ELECTRICITY INDUSTRY METERING CODE – LICENCE CONDITIONS AND OBLIGATIONS										
Electricity Industry Metering Code clause 2.2(1)(a)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 2.2(1)(b)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.1	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 3.2(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 3.3(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.3(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.5(1) and (2)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 3.5(3)	Cl. 5.1	1	A	Med	Strong					✓
Electricity Industry Metering Code clause 3.5(4)	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry Metering Code clause 3.5(6)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.5(9)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 3.7	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.8	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry Metering Code clause 3.9(3)	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry Metering Code clause 3.9(7)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.9(9)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 3.10	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.11(1)	Cl. 5.1	1	B	Low	Strong					✓

Operating area	Operating Licence reference (Cl.=clause, Sch.=schedule)	Consequence (1=minor, 2=moderate, 3=major)	Likelihood (A=likely, B=probable, C=unlikely)	Inherent Risk (Low, Medium, High)	Adequacy of existing controls (S=strong, M=moderate, W=weak)	Compliance Rating (1=significantly non-compliant, 2=non-compliant, 3=compliant, 4=compliant, 5=compliant)				
						1	2	3	4	5
Electricity Industry Metering Code clause 3.11(2)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 3.11(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.12(1)	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry Metering Code clause 3.12(2)	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry Metering Code clause 3.12(3)	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry Metering Code clause 3.12(4)	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry Metering Code clause 3.13(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.13(c)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.13(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.14(3)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 3.16(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 3.16(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.16(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.16(5)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.16(6)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.18(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.20(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.20(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.21(1)	Cl. 5.1	1	A	Med	Strong					✓
Electricity Industry Metering Code clause 3.21(2)	Cl. 5.1	1	A	Med	Strong					✓
Electricity Industry Metering Code clause 3.22	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.23(a)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.23(b)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.25	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 3.29	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 4.1(1)	Cl. 5.1	2	B	Med	Strong					✓
Electricity Industry Metering Code clause 4.1(2)	Cl. 5.1	2	B	Med	Strong					✓
Electricity Industry Metering Code clause 4.1(3)	Cl. 5.1	2	B	Med	Strong					✓
Electricity Industry Metering Code clause 4.2(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 4.3(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 4.4(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 4.5(1)	Cl. 5.1	2	B	Med	Strong					✓
Electricity Industry Metering Code clause 4.6(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 4.6(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 4.7	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 4.8(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 4.8(4)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 4.8(5)	Cl. 5.1	1	B	Low	Moderate			✓		
Electricity Industry Metering Code clause 4.9	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 5.1 (1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.1(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.3	Cl. 5.1	1	A	Med	Moderate			✓		
Electricity Industry Metering Code clause 5.4(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 5.5(2)	Cl. 5.1	N/A	N/A	N/A	N/A					

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						1	2	3	4	5
Electricity Industry Metering Code clause 5.6(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.7	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.8	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.9	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.10	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.11	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.12(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.13	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.14(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.15	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.19(5)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.20(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.20(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.20(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.21(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.21(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.21(8)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.21(9)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.21(11)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.21(12)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.22(1)	Cl. 5.1	1	A	Med	Strong					✓
Electricity Industry Metering Code clause 5.22(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.22(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.22(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.22(5)	Cl. 5.1	1	B	Low	Moderate				✓	
Electricity Industry Metering Code clause 5.22(6)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 5.23(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 5.23(3)	Cl. 5.1	1	C	Low	Moderate			✓		
Electricity Industry Metering Code clause 5.24(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 5.24(2)	Cl. 5.1	1	C	Low	Moderate			✓		
Electricity Industry Metering Code clause 5.24(3)	Cl. 5.1	1	C	Low	Moderate			✓		
Electricity Industry Metering Code clause 5.24(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.25	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry Metering Code clause 5.29	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.30(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.31(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.31(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 5.34(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 6.1(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 6.20(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 7.2(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 7.2(2)	Cl. 5.1	N/A	N/A	N/A	N/A					

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						1	2	3	4	5
Electricity Industry Metering Code clause 7.2(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 7.2(5)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 7.5	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 7.6(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 8.1(1)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 8.1(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 8.1(3)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 8.1(4)	Cl. 5.1	N/A	N/A	N/A	N/A					
Electricity Industry Metering Code clause 8.3(2)	Cl. 5.1	N/A	N/A	N/A	N/A					
ELECTRICITY INDUSTRY (NETWORK QUALITY AND RELIABILITY OF SUPPLY) CODE – LICENCE CONDITIONS AND OBLIGATIONS										
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 5(1)	Cl. 5.1	2	B	Med	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 8	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 9	Cl. 5.1	2	B	Med	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 10(1)	Cl. 5.1	2	B	Med	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 10(2)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 12(3)	Cl. 5.1	2	B	Med	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 13(2)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 13(3)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 14(8)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 15(2)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 18	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 19	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(2)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(3)	Cl. 5.1	2	B	Med	Weak		✓			
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 23(1)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 23(2)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 24(3)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 24(3)	Cl. 5.1	1	B	Low	Strong					✓

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						1	2	3	4	5
of Supply) Code 2005 clause 24(4)										
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 25(2)	Cl. 5.1	1	B	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 25(3)	Cl. 5.1	1	C	Low	Strong					✓
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 26	Cl. 5.1	1	B	Low	Weak		✓			
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 27(1)	Cl. 5.1	1	B	Low	Weak		✓			
Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 27(3)	Cl. 5.1	1	C	Low	Weak		✓			

3.2 Previous Audit Recommendations

The status of the key recommendations in the previous audit report issued in September 2008 is summarised below.

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
82	Integrated Regional Licence Condition 24.1 A licensee must provide an asset management system.	Tungsten has provided a Draft Asset Management Plan (March 2008) and demonstrated that they have records of the asset management system.	3	Asset Management System is still in development and will require completion.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being reviewed by the RIA's administration. <i>Tungsten Contract Manager/Director Finance and Business Services</i> <i>30 November 2008</i>	The "Asset Management Plan – Key Report & Summary" and "Asset Management Plan – Power" prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, have been finalised and issued in October 2008 and March 2009 respectively. RIA advised that the final version of the AMP has been submitted to the Authority.	Completed
108	Integrated Regional Licence Condition 24.4 A licensee must comply, and must require the licensee's expert to comply, with the relevant aspects of the Authority's standard guidelines	Currently there is no internal process of review for compliance against the individual requirements of the Electricity Licence as listed in the Compliance Manual.	1	A process and documentation are required to demonstrate the review of compliance against the individual requirements of the Electricity Licence as listed in the	The RIA's facility manager, Tungsten, is creating an internal process to review an Electricity Licence compliance database. <i>Tungsten Contract Manager</i>	Tungsten has developed a process of internal review of the individual requirements of the electricity licence as listed in the Tungsten Electricity Reporting Compliance Audit Document. The 'License and Permit Register - Rottneest Island – Facilities Management Contract' has been developed and a review of compliance obligations is scheduled for January each year.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	dealing with the asset management system.			Compliance Manual.			
181	Code of conduct cl. 4.4(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.	Not covered by RIA's Customer Service Charter. Informal process is in place. A new contract has been arranged to place the responsibility of customer accounts with a contractor, (Sunco-Resolve FM). A code of conduct should be available from Sunco, however it was not obtainable at the time of the audit.	2	Not able to be verified as no applicable documentation available. An applicable Code of Conduct will be required. Historical debt will need to be addressed and documentation revised.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. <i>Manager Commercial Operations</i> <i>30 November 2008</i>	In March 2009, RIA issued the Hardship Policy – Electricity. Section 7 (item 7.7) 'Rights of Customers Experiencing Financial Hardship' of the Hardship Policy refers to the right of each customer experiencing financial hardship to be advised of the amount of any historical debt and the basis of that debt, including details such as the premise at which consumption was recorded, date of consumption and amount.	Completed
183	Code of conduct cl. 4.5(1) 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	The invoice currently does not detail how to read a meter.	2	Information to be added to customer invoice or forms.	The RIA will include this in its information kit to customers. <i>Manager, Commercial Operations</i> <i>30 October 2008</i>	This clause is not applicable to RIA as it relates to a situation where a customer's bill is based on the customer's reading of the meter. RIA provides for reading of the meter at the customer's supply address. However, if requested by a customer, RIA will provide information on how to read a meter within two working days of the request. The request will be noted and a copy of the letter and information	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	language.					required will be filed.	
185	Code of conduct cl. 4.7(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.	RIA has shown the capability to meet this requirement - item 2.4 of its Customer Service Charter, however RIA and Tungsten have confirmed that as all bills are based on actual reading, if no reading is possible, no charge is applied.	2	Estimated billing is required under the code. RIA will need to address this requirement in its meter reading and accounts processes.	RIA to comply. <i>Manager, Commercial Operations</i> 30 November 2008	Section 2.4 of the CSC has been modified. If the meter is not able to be read, an estimated bill will be provided. Tungsten will provide the data for billing as per the guidelines set out in the Tungsten Groups 'Meter Reading Procedure'. The letter dated 20 March 2009 from the RIA outlines each parties (Tungsten, RIA, Sunco and McGees Property) responsibilities in relation to estimated electricity meter readings.	Completed
186	Code of conduct cl. 4.7(2) A retailer must base an estimated bill on the criteria specified.	As above	2	As above	RIA to comply. <i>Manager, Commercial Operations</i> 30 November 2008	Section 2.4 of the CSC has been modified and meets the requirements set out in this clause. If the meter is not able to be read, an estimated bill will be provided. Section 2.4 of the CSC outlines the following bases for estimation: the amount of electricity used during the same period in the previous year; average usage of comparable customers' invoices; the customer's own meter reading or a test of the meter.	Completed
187	Code of conduct cl. 4.7(3) A retailer must	As above	2	As above	RIA to comply. <i>Manager, Commercial</i>	The letter dated 20 March 2009 from the RIA outlines each parties (Tungsten, RIA, Sunco and McGees Property)	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	specify the stated information in circumstances where the customer's bill is estimated.				<i>Operations</i> <i>30 November 2008</i>	responsibilities in relation to estimated electricity meter readings. The letter requires that under these circumstances Sunco and McGees Property (agent) will need to ensure that the invoice is clearly noted as an estimation. Tungsten is responsible for providing meter reading data, including calculating estimates and providing reasons for any estimated meter reading. All details including the basis of estimation and reasons for estimation will be included in the monthly data provided to the RIA, Sunco Property and McGees Property by Tungsten.	
188	Code of conduct cl. 4.7(4) A retailer must tell a customer, on request, the basis and reason for the estimation.	As above	2	As above	RIA to comply. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	The letter dated 20 March 2009 from the RIA outlines each parties (Tungsten, RIA, Sunco and McGees Property) responsibilities in relation to estimated electricity meter reading. The letter states that under these circumstances Sunco and McGees Property (agent) will need to ensure that the invoice is clearly noted as estimation. In addition, the customer is to be advised that, on request, the basis and reason for the estimation will be provided and that the customer can request the reading. All details including basis of estimation and reasons for estimation will be	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						included in the monthly data provided to the RIA, Sunco and McGees Property by Tungsten.	
189	Code of conduct cl. 4.8 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.	As above	2	As above	RIA to comply. <i>Manager, Commercial Operations</i> 30 November 2008	Section 2.9 of the CSC has been modified and meets the requirement set out in this clause. Section 2.9 states that if the RIA gives the customer an estimated bill and the meter is subsequently read, the RIA will include an adjustment on the next bill to take account of the actual meter reading.	Completed
190	Code of conduct cl. 4.9 A retailer must use its best endeavours to replace an estimated bill with a bill based on an actual meter reading if the customer satisfies the requirements as specified.	As above	2	As above	RIA to comply. <i>Manager, Commercial Operations</i> 30 November 2008	Tungsten will provide the data for billing as per the guidelines set out in the Tungsten Groups 'Meter Reading Procedure that meets the requirement set out in this clause.	Completed
197	Code of conduct cl. 4.14(2) A retailer must	Not in Standard Form Contract or in Customer Service	2	Refund policy to be documented.	A refund policy will be documented. <i>Manager, Commercial</i>	Section 2.9 of the CSC has been modified and meets the requirement set out in this clause. Section 2.9 states that	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	repay the customer any amount in credit at the time the customer requests a final bill.	Charter (CSC). No process or procedure details available at the time of the audit.			<i>Operations</i> <i>30 October 2008</i>	if a customer's account is in credit at the time a customer requests a final bill, the RIA will repay the amount to the customer within 12 working days.	
203	Code of conduct cl. 4.18(3) A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.	Condition is covered by clause 2 of the CSC, however no specified time of response is included in the CSC. There was advice from RIA and Tungsten the CSC is under revision – the revised charter has not been viewed.	3	Customer Service Charter will require checking for confirmation of compliance.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	Section 2.5 of the CSC has been modified and meets the requirement set out in this clause. Section 2.5 states that if an error is made resulting in the customer paying more than the correct amount, the excess amount will be refunded to the customer, or credited to the customer's account within 12 business days.	Completed
206	Code of conduct cl. 5.2(1) A retailer must offer the specified minimum payment method.	All conditions are satisfied except for applicability of "Centrepay" method of payment.	4	RIA to confirm applicability of payment method and, if applicable, add it to the Bill form, if not applicable RIA to confirm.	RIA to confirm and change document if applicable. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	Section 2.6 of the CSC has been modified and meets the requirement set out in this clause. Section 2.5 now offers all of the required payment methods.	Completed
208	Code of conduct cl. 5.3 A retailer must,	Condition is covered by clause 2.6 of its CSC	3	RIA/Sunco to confirm compliance.	RIA to confirm. <i>Principal Sunco</i>	Sunco no longer offers direct debit method of payment on the tax invoice.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	prior to commencing a direct debit, obtain the customer's veritable consent and agree to the specified conditions for the direct debit.	however RIA has confirmed that it does not offer this option however debit capability is offered by contracted Account manager (Sunco).			30 November 2008		
210	Code of conduct cl. 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.	This procedure is not identified in the Standard Form Contract or in CSC. No procedure found for this condition.	2	RIA/Sunco to confirm procedure in code.	RIA to instruct Sunco that it must comply with the Code. <i>Manager Commercial Operations</i> <i>Completed</i>	In March 2009, RIA issued Hardship Policy – Electricity. Section 7 (item 7.9) 'Rights of Customers Experiencing Financial Hardship' of the Hardship Policy covers the requirement of this clause and states that each customer experiencing financial hardship will have the right to nominate to have the bill redirected at no charge to a third party or an alternative postal address.	Completed
211	Code of conduct cl. 5.6(1) A retailer must not charge a residential customer a late payment fee in the circumstances specified.	Not in Standard Form Contract or in Customer Service Charter. Section 2.7 of RIA CSC would charge late payment fee, but makes no reference to special	2	RIA/Sunco to confirm procedure.	RIA to instruct Sunco that it must comply with the Code. <i>Manager Commercial Operations</i> <i>Completed</i>	Audit sighted a letter by which RIA instruct Sunco and McGees Property to be fully conversant with the requirements and obligations of the Code of Conduct. The letter further states that parts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of the Code are particularly relevant to Sunco and McGees Property.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		dispensation given in Electricity code 5.6(1).					
212	Code of conduct cl. 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.	Ditto 211.	2	Ditto 211.	RIA to instruct Sunco that it must comply with the Code. <i>Manager Commercial Operations</i> <i>Completed</i>	Audit sighted a letter by which RIA instruct Sunco and McGees Property to be fully conversant with the requirements and obligations of the Code of Conduct. The letter further states that parts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of the Code are particularly relevant to Sunco and McGees Property. However, no evidence was available to Audit confirming how Sunco complies with this clause of the Code of Conduct.	Completed
213	Code of conduct cl. 5.6(3) A retailer must not charge a residential customer more than two late payment fees in relation to the same bill.	Ditto 211.	2	Ditto 211.	RIA to instruct Sunco that it must comply with the Code. <i>Manager Commercial Operations</i> <i>Completed</i>	Audit sighted a letter by which RIA instruct Sunco and McGees Property to be fully conversant with the requirements and obligations of the Code of Conduct. The letter further states that parts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of the Code are particularly relevant to Sunco and McGees Property.	Completed
222	Code of conduct cl. 6.1(3) A retailer must advise a residential customer on request of the details of an assessment.	Section 13 of the Standard Form Contract and Section 2.8 of CSC cover this requirement. Procedure confirmed by A/Chief Financial	3	RIA/Sunco to confirm the procedure.	The RIA has outsourced its utilities payments collection. The outsourcing operator, Sunco, issues assessments and collects payments under the direction of the RIA and is bound	In March 2009, RIA issued the Hardship Policy – Electricity. Section 6 (item 6.9) 'Factors for Consideration' of the Hardship Policy covers the requirements of this clause and states that the RIA will provide details of an assessment to the customer on request. In addition, the RIA also developed and implemented the 'Hardships	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		Officer. RIA placing responsibility of accounts on contractor (Sunco), confirmation of procedure will be required with Sunco.			by the RIA's Standard Form Contract and Customer Service Charter. <i>Manager Commercial Operations.</i> <i>Completed</i>	Communication Register' where all details of person experiencing hardship and actions taken will be recorded.	
223	Code of conduct cl. 6.2(1) A retailer may not unreasonably deny a residential customer's request for a temporary suspension of actions in the circumstances specified.	Ditto 222	3	RIA/Sunco to confirm the procedure.	The RIA has outsourced its utilities payments collection. The outsourcing operator, Sunco, issues assessments and collects payments under the direction of the RIA and is bound by the RIA's Standard Form Contract and Customer Service Charter. <i>Manager Commercial Operations.</i> <i>Completed</i>	In March 2009, the RIA issued the Hardship Policy – Electricity. Section 6 (item 6.10) 'Factors for Consideration' of the Hardship Policy covers the requirement of this clause and states that the RIA will not unreasonably deny a customer's request for a temporary suspension of action if the customer has made an appointment with a relevant consumer representative organisation or financial counsellor.	Completed
224	Code of conduct cl. 6.2(2) A retailer must allow a temporary suspension of actions for a period of at least 10 days.	Ditto 222.	3	RIA/Sunco to confirm the procedure.	The RIA has outsourced its utilities payments collection. The outsourcing operator, Sunco, issues assessments and collects payments under the direction of	In March 2009, the RIA issued the Hardship Policy – Electricity. Section 6 (item 6.10) 'Factors for Consideration' of the Hardship Policy covers the requirement of this clause and states that the temporary suspension of actions will be no less than 10 days and the RIA will consider a further extension if required	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
					the RIA and is bound by the RIA's Standard Form Contract and Customer Service Charter. <i>Manager Commercial Operations.</i> <i>Completed</i>	for the customer to access a relevant consumer representative or financial counsellor.	
227	Code of conduct cl. 6.4(1) A retailer must offer a residential customer who is experiencing payment difficulties or financial hardship at least the specified payment arrangements.	Covered by Section 13 of the Standard Form Contract. RIA placing responsibility on contractor (Sunco), confirmation of procedures will be required with Sunco.	3	RIA/Sunco to confirm the procedure.	The RIA has outsourced its utilities payments collection. The outsourcing operator, Sunco, issues assessments and collects payments under the direction of the RIA and is bound by the RIA's Standard Form Contract and Customer Service Charter. <i>Manager Commercial Operations.</i> <i>Completed</i>	In March 2009, the RIA issued Hardship Policy – Electricity. Section 7 (item 7.4) 'Rights of Customers Experiencing Financial Hardship' of the Hardship Policy covers the requirement of this clause.	Completed
228	Code of conduct cl. 6.4(2) A retailer must take into account and specify the stated	Ditto 227.	3	RIA/Sunco to confirm the procedure.	The RIA has outsourced its utilities payments collection. The outsourcing operator, Sunco,	Item 7.4, 8.5 and Section 8 in general of the Hardship Policy – Electricity partially covers the requirement of this clause. However, Audit noted that the Hardship	Partially Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	information and take the specified actions when offering an instalment plan to a residential customer experiencing payment difficulties or financial hardship.				issues assessments and collects payments under the direction of the RIA and is bound by the RIA's Standard Form Contract and Customer Service Charter. <i>Manager Commercial Operations.</i> <i>Completed</i>	Policy is silent on the need to: - specify that due to seasonal fluctuations in the residential customer's usage, paying in instalments may result in the residential customer being in credit or debit during the period of the plan; and - make provision for re-calculation of the amount of the instalments where the difference between the residential customer's estimated consumption and actual consumption may result in the residential customer being significantly in credit or debit at the end of the period of the plan. Recommendation: • The Hardship Policy – Electricity to be updated for the requirements of clause 6.4(2)(f) and 6.4(2)(h) of the Code of Conduct. (<i>Post Audit Implementation Plan item 1.10</i>)	
233	Code of conduct cl. 6.10(1) A retailer must develop a hardship policy to assist customers in meeting their financial obligations and responsibilities to the retailer.	Covered by Standard Form Contract. Hardship policy not viewed, A/Chief Financial Officer confirmed that all reasonable requests for extended payment terms are	3	Hardship policy required.	RIA to issue hardship policy. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	In March 2009, RIA issued Hardship Policy – Electricity.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		considered.					
234	Code of conduct cl. 6.10(2) A retailer must ensure that the hardship policy complies with the specified criteria.	As above	3	Hardship policy required.	RIA to issue hardship policy. <i>Manager, Commercial Operations</i> 30 November 2008	<p>The Hardship Policy – Electricity partially covers the requirement of this clause.</p> <p>The policy has been forwarded to the RIBC (Rottnest Island Business Committee) for consideration. The RIBC represents business on the Island and has also incorporated the consultative process previously undertaken by the now disbanded Community Consultative Committee.</p> <p>The RIBC represents all businesses that operate, or have an interest in activities on Rottnest Island. Moreover, residents on Rottnest are directly employed by representative business comprising the RIBC and the regular RIBC meetings provide a forum for consulting on the Hardship Policy.</p> <p>Contact has been made with Ms Lee Collis, training and development officer, from WACOSS in regard to appropriate training. Ms Collis is currently investigating what training options are available that would apply to RIA and will advise accordingly.</p>	Completed
236	Code of conduct cl. 6.10(4) A retailer must keep a record of the specified	Facilities for maintenance of records of consultation and revision process	2	Require confirmation of record keeping for consultation and revision	Record keeping process to be provided. <i>Manager Commercial</i>	RIA has developed and implemented the 'Hardship Communication Register' where details of persons experiencing hardship and actions taken will be recorded.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	information related to the hardship policy.	were not confirmed.		process.	<i>Operations Completed</i>		
239	Code of conduct cl. 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.	RIA A/Tourism and Travel Manager, RIA Director, Finance and Business Services and Tungsten have confirmed that informal policy is not to disconnect power.	3	Formal hardship policy required, policy needs to address requirement for maintaining customer supply in the circumstance specified.	RIA to issue hardship policy. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	Section 4.6 of the CSC covers requirements of this clause (Section 6.2 of the Standard Form Contract is silent about requirements of this clause). Audit also sighted a letter with directions from RIA to the Tungsten not to disconnect a customer's supply without approval from the RIA, excepting circumstances where immediate emergency action is required to prevent damage to infrastructure or risk of injury. The letter also outlines the circumstances specified under this clause, when disconnection must not occur.	Completed
240	Code of conduct cl. 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.	As above	3	As above	RIA to issue hardship policy. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	There are no dual fuel contracts (electricity and gas).	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
242	Code of conduct cl. 7.5 A distributor who disconnects a customer's supply address for emergency reasons must provide a 24 hour emergency line and use its best endeavours to restore supply as soon as possible.	Covered by Section 4.6 of the CSC. Emergency supply arrangements require use of third party power generation (Kennards). Informal process in place, will require documentation.	3	Informal process in place, will require documentation/co ordination across different service providers. <u>Post Audit Actions:</u> Since audit corrective action has been effected, responsibility for emergency line has been allocated and line established.	Emergency line established and will be advised to all customers. <i>Tungsten Contract Manager</i> <i>Completed</i>	Tungsten's Utilities Emergency Shutdown Customer Contact Procedure/Guidelines require Tungsten when they become aware of the requirement for an emergency shutdown to contact the Visitor Centre, RIBC and Rottnest Island residents as per the contact list. Also, a 24 hour emergency number has been established and responsibility assigned for emergencies to the Facilities Manager. The emergency number is provided in the CSC and fridge magnets displaying emergency number were distributed to all customers. Also, Section 6.3 of the Standard Form Contract provide for the RIA's commitment to reconnect supply as soon as practicable once the emergency situation has been resolved.	Completed
243	Code of conduct cl. 7.6 A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified.	Covered in Section 6.2 of the Standard Form Contract.	3	Informal process in place, will require documentation of policy. <u>Post Audit Actions:</u> A letter has been issued by the RIA instructing the Operations Contractor TG.	The decision to disconnect can only be made by the RIA's Chief Executive Officer. Letter of direction to be issued by RIA. <i>Manager Commercial Operations</i> <i>Completed</i>	Section 4.6 of the CSC covers requirements of this clause (Section 6.2 of the Standard Form Contract is silent about requirements of this clause). Audit also sighted a letter with directions from RIA to the Tungsten not to disconnect a customer's supply without approval from the RIA, excepting circumstances where immediate emergency action is required to prevent damage to infrastructure or risk of injury. The letter also outlines the circumstances	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						specified under this clause, when disconnection must not occur.	
244	Code of conduct cl. 7.7(1) A retailer must undertake the actions specified in the circumstances where the customer provides the retailer with confirmation that a person residing at the customer's supply address requires life support equipment.	Ditto 243.	3	Ditto 243.	The decision to disconnect can only be made by the RIA's Chief Executive Officer. Letter of direction to be issued by RIA. <i>Manager Commercial Operations</i> <i>Completed</i>	Section 4.6 of the CSC and Section 6.2 of the Standard Form Contract cover requirements of this clause. Audit also sighted a letter with directions from RIA to the Tungsten not to disconnect a customer's supply without approval from the RIA, excepting circumstances where immediate emergency action is required to prevent damage to infrastructure or risk of injury. However, the letter does not specifically mention circumstances where the customer is on life support.	Completed
245	Code of conduct cl. 7.7(2) A distributor must undertake the actions specified in circumstances where the distributor has been informed by a retailer or a relevant government agency that a person residing at a customer's supply address requires	Ditto 243.	3	Ditto 243.	The decision to disconnect can only be made by the RIA's Chief Executive Officer. Letter of direction to be issued by RIA. <i>RIA</i> <i>Completed</i>	Audit also sighted a letter with directions from RIA to the Tungsten not to disconnect a customer's supply without approval from the RIA, excepting circumstances where immediate emergency action is required to prevent damage to infrastructure or risk of injury. However, the letter does not specifically mention circumstances where the customer is on life support. In addition, audit sighted Tungsten File Note acknowledging requirements of this clause and noting that customers currently living on the Island work directly for the RIA or the Rottneest Island	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	life support equipment.					Business Community (RIBC). Currently no staff or immediate staff family members living on the Island require life support.	
266	Code of conduct cl. 10.2(2) A retailer must give the requested billing data at no charge in the circumstances specified.	Covered by CSC (2.1). Fees may apply, CSC will need to be reviewed for compliance with the Code.	2	CSC will need to be reviewed for compliance with the Code.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	Section 2.1 'Billing cycles' of the CSC has been updated and is now compliant with the requirements of this clause.	Completed
272	Code of conduct cl. 10.6 A distributor must give a customer on request, at no charge, the specified information that is particular to a distributor.	Covered by RIA's CSC (3.2), however Standard Form Contract does not include this information in its list of accessible information (12).	2	Standard Form Contract will require a review to address information required by the Code.	The Standard Form Contract will be reviewed for approval by the Authority. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	Sighted Tungsten's File Note acknowledging that on request by a customer, Tungsten will provide general information on safe use of electricity, on quality and reliability of supply. However, Section 15 'Customer Information' of the Standard Form Contract has not been updated to address the requirements of this clause and there is no requirement for Sunco or McGees Property to certify compliance. Recommendations:	Partially Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						<ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.17) 	
274	Code of conduct cl. 10.7(2) A distributor must give a customer the requested consumption data at no charge in the circumstances specified.	Covered by CSC (2.1). Fees may apply, CSC will need to be reviewed for compliance with the Code.	2	CSC will need to be reviewed for compliance with the Code.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i> 30 November 2008	Section 2.1 'Billing cycles' of the CSC has been updated and is now compliant with the requirements of this clause.	Completed
278	Code of conduct cl. 10.8(2) A distributor must publish information on distribution standards and metering arrangements on the distributor's website.	RIA publishes on its site reports on its electricity quality and reliability, however metering information is not readily available.	2	To be reviewed for compliance.	While the nature of the RIA's operation does not make this the most accessible medium for customers; metering information will be published on the RIA website. <i>Manager, Commercial Operations</i> 30 November 2008	The required information was published on the RIA's website. RIA's website sighted.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
281	Code of conduct cl. 10.10(2) A retailer and distributor must make electronic copies of the Code of Conduct available, at no charge, on their website.	Electronic access to Code of Conduct not available on the RIA website. The CSC refers RIA customers to the Authority's website and includes web address for this document.	2	Code of conduct to be made readily accessible on the RIA website.	As internet access for residents on the Island is limited the most effective means of communication is to provide all customers with a copy of the Code of Conduct. Notwithstanding the Code of Conduct to be posted on the RIA website. <i>Manager Commercial Operations</i> <i>Completed</i>	An electronic copy of the Code of Conduct is now available on the RIA website.	Completed
283	Code of conduct cl. 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.	Information on changes to COC is provided to users through RIBC and the CCC. Publication of changes on website was not confirmed as noted in item 281.	2	Include this requirement in licence compliance checklist to ensure publication of future changes to COC. Advise users of recent changes to COC.	RIA to inform customers of recent changes to COC for small users. TG to add requirement to Licence checklist. <i>Manager, Commercial Operations/Tungsten Contract Manager</i> <i>30 November 2008</i>	This subclause is no longer included in the Code of Conduct for the Supply of Electricity to Small Use Customers 2008.	N/A
286, 287	Code of conduct cl. 10.12(1) & 10.12(2) A distributor must	RIA A/Tourism and Travel Manager and TG have confirmed that only one type of meter	3	In future, application of different types of meters will need to be assessed	Tungsten to prepare guideline. <i>Tungsten Contract Manager</i>	Audit sighted the Tungsten's Meter Installation and Calibration Work Procedure and confirmed that the procedure includes the requirement to advise the customer of the availability of	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	advise a customer, at no charge, of the availability of different types of meters.	is available on the island. In future, application of different types of meters will need to be assessed on a case by case basis.		on a case by case basis. This direction and a guideline for meter selection will need to be prepared and included in operational procedures.	31 December 2008	different types of meters and that this can be assessed on a case by case basis. This decision will be based on the customer's specific requirements otherwise the standard type of meter currently used will be installed.	
288	Code of conduct cl. 11.1(1) EIRL3 cl. 15.1 A retailer and distributor must produce and publish a Customer Service Charter	RIA has produced a CSC, dated 2005. Access to CSC was not available on the website.	3	Access to CSC needs to be clarified.	The Authority approved CSC has been posted on the RIA website. <i>Manager Commercial Operations</i> <i>Completed</i>	The Authority approved Customer Service Charter 2005 is available on RIA website. The RIA's revised Customer Service Charter 2009 has been approved by the Authority on 17 June 2009.	Completed
289	Code of conduct cl. 11.1(2) A retailer and distributor must address the specified information in their Customer Service Charters.	Not all contact details are available in the CSC eg. the Authority, Energy Safety.	2	CSC needs review and revision to ensure compliance with the Code.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i>	The CSC has been amended and all matters required under this clause are now included in the charter.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
					30 November 2008		
293	Code of conduct cl. 12.1(1) A retailer, distributor and marketer must develop, maintain and implement an internal process for handling complaints and resolving disputes.	Process has been subject to a review "RIA Complaints Management System", 16 May 2007, which identified a number of shortcomings, some of these shortcomings have been addressed, others have not. Process workflow does not document process for telephone calls however CSC addresses the complaints procedure.	3	Formally address shortcomings of process for handling complaints.	Complaints handling process to be reviewed and changes made to address shortcomings. <i>Manager, Commercial Operations</i> 30 October 2008	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with this clause of the Code of Conduct.	Completed
294	Code of conduct cl. 12.1(2) A retailer, distributor and marketer must develop, maintain and implement a complaints handling process that meets the specified requirements.	As above. Also, Customer complaint process not readily apparent to website visitors. Customer feedback form not readily found – found on site map – not linked to a	3	Formally address shortcomings of process for handling complaints.	Complaints handling process to be reviewed and changes made to address shortcomings. <i>Manager, Commercial Operations</i> 30 October 2008	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with this clause of the Code of Conduct. The Customer Feedback Form can be accessed on the RIA website.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		complaint or feedback page. There are discrepancies between the CSC and the "RIA Feedback Action Form": -acknowledgement 10 vs 5 days, -resolution 15 vs 30 days.					
297	Code of conduct cl. 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.	No guideline available on the basis of the small electricity customer base.	2	Guideline may be required to differentiate and prioritise responses.	While the number of queries and complaints is minimal guidelines will be developed. <i>Tungsten Contract Manager/Manager, Commercial Operations</i> <i>30 November 2008</i>	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with this clause of the Code of Conduct. The complaints procedure distinguishes between a customer complaint and an enquiry and provides definitions of a complaint and of an enquiry. All complaints are entered into the Complaints Register. There is also the Tungsten & Visitors Centre Priority Response Procedure to serve as a guide to ensure the efficient allocation of work requests is undertaken.	Completed
298	Code of conduct cl. 12.2(2) A retailer and distributor must	No reference made in CSC to guidelines due to the small electricity	2	As above	The RIA's Customer Service Charter is being reviewed to take into account the	Audit sighted the revised CSC and confirmed that Section 3.4.2 'Complaints Procedure' of the CSC now refers to the detailed complaints handling process and	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	refer to their respective guidelines in their Customer Service Charter.	customer base.			outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	guidelines.	
306, 311	Code of conduct cl. 13.4 & 13.9 A retailer/distributor must keep a record of the total number of payments made under the compensation indicators specified.	RIA operates under the Financial Audit Act. Compensation payments are processed in accordance with the Act and records kept accordingly. RIA does not have a procedure for monitoring compensation claims.	3	A check will be required within the "Licence and Permit Register" to monitor compensation payments under the indicators specified in the Code of Conduct.	RIA to comply. <i>FOU Contract Manager</i> <i>30 November 2008</i>	The FOU Meeting Agenda has been amended to include any compensation payments made to customers. To date no compensation payments have been made.	Completed
313	Code of conduct cl. 14.2(1) A retailer must pay the stated compensation to an eligible customer where the customer is not reconnected	This requirement is not addressed in RIA documents – eg. Standard Form Contract and Customer Service Charter.	2	CSC will need to be amended.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various	Section 4.6 Disconnection' of the CSC now provides for a payment of \$50 per day for the period that the customer remains disconnected up to maximum of \$250.	Completed

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	in the manner specified and an exception to payment does not apply.				codes. This will be included in that review. <i>Manager, Commercial Operations</i> 30 November 2008		
315	Code of conduct cl. 14.3 A retailer must pay the stated compensation to an eligible 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.	As above.	2	CSC to be amended to reflect compensation.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i> 30 November 2008	Section 4.6 Disconnection' of the CSC now states that if RIA do not follow required procedures prior to disconnecting the customer for failure to pay a bill, the customer may be eligible to apply for a service standard payment. Section 4.6 of the CSC further provides for a payment of \$50 per day for the period that the customer remains disconnected up to maximum of \$250.	Completed
316	Code of conduct cl. 14.4(1) A retailer must acknowledge and respond to a written query or complaint by an eligible customer within the timeframes prescribed.	A process for handling customer feedback and complaints has been established and documented, however it is subject to shortcomings as noted at item 293.	3	See item 293.	The Feedback Form is not relevant to complaints by utilities customers but a form designed to elicit comment from island visitors on their experience of Rottneest Island. The CSC is being reviewed and this issue will be	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with the timeframes prescribed by this clause of the Code of Conduct. Section 3.4.2 'Complaints Procedure' of the CSC also complies with the prescribed timeframes.	Completed

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					included in that review. <i>Manager, Commercial Operations</i> 30 November 2008		
317	Code of conduct cl. 14.4(2) A retailer must pay the stated compensation to an eligible 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.	See item 313	2	CSC to be amended to reflect compensation.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i> 30 November 2008	Section 3.4.2 'Complaints Procedure' of the CSC provides for payment of \$20, on request, if RIA fails to acknowledge or respond to a complaint or enquiry within the timeframes prescribed by the Code of Conduct.	Completed
318	Code of conduct cl. 14.5(1) A distributor must notify an eligible customer affected by a planned interruption at least three days before the interruption.	CSC requires across the board 3 days notification. Standard Form Contract (Draft) requires 5 days notification.	3	Standard Form Contract will require revision to bring in line.	The current Standard Form Contract has been approved by the Authority. This will be reviewed and resubmitted to the Authority for approval. <i>Manager, Commercial Operations</i> 30 November 2008	The revised Customer Service Charter provides for a minimum of 5 days notice which is consistent with the Standard Form Contract.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
319	Code of conduct cl. 14.5(2) A distributor must pay the stated compensation to an eligible customer where the distributor has failed to provide the prescribed notification and an exception to payment does not apply.	This requirement is not addressed in RIA documents – eg. Contract and Customer Charter.	2	CSC to be amended to reflect compensation.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	Section 3.4.2 'Complaints Procedure' of the CSC also complies with the prescribed timeframes.	Completed
320	Code of conduct cl. 14.6(1) A distributor must acknowledge and respond to a written query or complaint by an eligible customer within the timeframes prescribed.	See item 316.	3	See item 316.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This will be included in that review. <i>Manager, Commercial Operations</i> <i>30 November 2008</i>	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with the timeframes prescribed by this clause of the Code of Conduct. Section 3.4.2 'Complaints Procedure' of the CSC also complies with the prescribed timeframes.	Completed
324	Electricity Industry (Network	The RIA's FOU agreement has	2	Electricity supply and voltage	Tungsten will undertake a review to	Audit sighted Tungsten's 'Voltage and Harmonics Fluctuation Monitoring Work	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	Quality and Reliability of Supply) Code 2005 clause 5(1) A distributor or transmitter must, as far as reasonably practicable, ensure that electricity supply to a customer's electrical installations complies with prescribed standards.	capacity to meet this requirement. Capital Works Budget for 2007-08 (Sep 2007) – Transfield Services identified that voltage and harmonics are not being metered to confirm compliance with licence.		harmonics to be metered to monitor compliance with licence.	determine cost effective options for voltage and harmonics metering. TG to purchase harmonics testing device and comply. <i>Tungsten Contract Manager</i> 30 September 2008	Procedure' to monitor voltage and harmonic fluctuations on a regular basis and to respond to complaints relating to voltage and harmonics fluctuations by using the Meter Power Q Plus power quality analyser. Data from the analyser are being compared to the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 to ensure compliance. Readings are taken each month. All data are stored on Tungsten's P drive and controlled by the Utilities and Operations Manager.	
334	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 18 A distributor operating a relevant distribution system must, in specified circumstances, make a payment to a customer within a specific timeframe for a failure to give required notice of planned	See item 313.	2	CSC and Standard Form Contract (SFC) will need to be amended.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This and the SFC will be included in that review and revised if applicable. <i>Manager, Commercial Operation</i> 30 November 2008	Section 4.3 'Service Interruptions' of the CSC does provide for at least 5 days notice to the customer prior to the interruption and section 3.4.2 "Complaints Procedure" provides for a payment of \$20 if service standards are not met.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	interruption.						
335	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 19 A distributor operating a relevant distribution system must, in specified circumstances, make a payment to a customer within a specific timeframe if a supply interruption exceeds 12 hours.	See item 313.	2	CSC and Standard Form Contract (SFC) will need to be amended.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This and the SFC will be included in that review and revised if applicable. <i>Manager, Commercial Operations</i> 30 November 2008	Section 4.3 'Service Interruptions' of the CSC does inform that the customer may be eligible for a compensation payment if the interruption lasts for 12 hours or more.	Completed
336	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(1) A distributor operating a relevant distribution system must provide eligible customers with information about applying for payments for failure to meet the	See item 313.	2	CSC and Standard Form Contract (SFC) will need to be amended.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This and the SFC will be included in that review and revised if applicable. <i>Manager, Commercial</i>	Section 4.3 'Service Interruptions' of the CSC does inform that the customer may be eligible for a compensation payment if the interruption lasts for 12 hours or more. Customers are advised to call a contact number for more information on eligibility and how to make a claim.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.				<i>Operations</i> 30 November 2008		
337	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(2) A distributor operating a relevant distribution system must provide written notice to customers about payments for failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.	See item 313.	2	CSC and Standard Form Contract (SFC) will need to be amended.	The RIA's Customer Service Charter is being reviewed to take into account the outsourcing of utilities payment collection to external parties and for compliance with the Licence and various codes. This and the SFC will be included in that review and revised if applicable. <i>Manager, Commercial Operations</i> 30 November 2008	Ditto 336	Completed
338	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(3)	See item 313. Not performed.	2	Action will need to be performed.	Such notice to be issued at the beginning of each financial year with monthly invoice. For 2008-2009 this will be the September	Audit was not provided with evidence of annual written notice being provided to eligible customers. Recommendation: • A written notice should be provided	Outstanding

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	A distributor operating a relevant distribution system must provide written notice to eligible customers about payments for failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 not less than once in each financial year.				invoice. <i>Manager, Commercial Operations</i> 6 October 2008	to eligible customers about payments for failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 not less than once in each financial year. (Post Audit Implementation Plan item 1.26)	
347	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 27(3) A distributor or transmitter must give a copy of its report about its performance to the Minister and the Authority within the specified period.	RIA has confirmed that the report was submitted late.	2	A check will be required in the RIA's "Licence and Permit Register" to control report issue date.	Requirement to be included in Licence compliance register. <i>FOU Contract Manager/Tungsten Contract Manager</i> 30 November 2008	The Licence and Permit Register has been amended to include all reporting requirements and is reviewed weekly at the FOU meeting.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
350	Electricity Industry Metering Code cl. 3.1 A network operator must ensure that its meters meet the requirements specified in the applicable metrology procedure and also comply with any applicable specifications or guidelines (including any transitional arrangements) specified by the National Measurement Institute under the National Measurement Act.	FOU Contract includes responsibilities for compliance to all electricity licence requirements – metering included. TG is aware of responsibility. RIA is unable to verify which of its existing meters are in compliance of applicable procedure in this code.	2	Verify categories of all metering and investigate if they comply with the applicable procedure.	Tungsten is seeking advice from Western Power and will establish a database of meters and if necessary, a plan of action to meet compliance with the applicable specifications and guidelines. <i>Tungsten Contract Manager</i> <i>31 October 2008</i>	The RIA Meter Data Base was established and verification of all meters completed. Tungsten's Meter Installation and Calibration Work Procedure is in place. Procedure requires all new kWh meters to be installed in accordance with the electricity industry metering code 2005 and must comply with the metrology procedure and national measurement act. In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meters are sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.	Completed
351	Electricity Industry Metering Code cl. 3.2(1) An accumulation meter must at least conform to the requirements specified in the applicable	FOU Contract includes responsibilities for compliance to all electricity licence requirements – metering included. TG confirms that it has installed	2	Verify if accumulation meters are in compliance with code requirements.	Tungsten is seeking advice from Western Power and will establish a database of meters and if necessary, a plan of action to meet compliance with the applicable	RIA Meter Data Base was established and verification of all meters completed. Tungsten's Meter Readings – Monthly Work Procedure in place. In accordance with the Tungsten's Meter Installation and Calibration Work Procedure meters are tested regularly (removed and physically tested).	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	metrology procedure and display, or permit access to a display of, the accumulated electricity production or consumption at the metering point in the manner prescribed.	accumulation meters. TG is unable to verify whether the accumulation meters are in compliance of applicable procedure in this code.			specifications and guidelines. <i>Tungsten Contract Manager</i> <i>31 October 2008</i>		
352	Electricity Industry Metering Code cl. 3.3(1) An internal meter must at least have an interface to allow the internal energy data to be downloaded in the manner prescribed using an interface compatible with the requirements specified in the applicable metrology procedure.	Tungsten has confirmed Interval meters are not in use. Loads of various feeders show that interval meters maybe required, compliance with code will need to be verified in future works.	3	Verify compliance with code requirements in future works.	RIA and Tungsten will comply. <i>FOU Contract Manager/ Tungsten Contract Manager</i> <i>Completed</i>	Downloadable meters are not in use. Meters that are in use are physically read, data is not downloaded. Interval meters are now used for customers exceeding the 50 MWh annual supply.	N/A
354	Electricity Industry Metering Code cl. 3.5(1) & (2) A network operator	Tungsten confirms that a checklist is available to verify metering installation.	3	RIA to verify.	Tungsten will provide data to confirm compliance or if required, prepare a plan of action to meet	RIA Meter Data Base was established and verification of all meters completed. RIA has meters at every connection point.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	must ensure that there is a metering installation at every connection point on its network which is not a Type 7 connection point. Unless it is a Type 7 metering installation, the metering installation must meet the functionality requirements prescribed.	No data has been viewed to confirm use of meters at every connection point which is not a Type 7 connection point.			compliance. <i>Tungsten Contract Manager</i> 30 October 2008		
355	Electricity Industry Metering Code cl. 3.5(3) A network operator must, for each metering installation on its network, on and from the time of its connection to the network, provide, install, operate and maintain the metering installation in the manner prescribed (unless otherwise agreed).	FOU Contract is in place to operate and maintain metering installations to the requirements of the Licence. RIA is not able to verify if any of the existing installation complies with the licence requirements.	3	RIA to investigate and verify.	The RIA will seek independent advice to verify compliance or if required, prepare a plan of action to meet compliance. <i>FOU Contract Manager</i> 30 October 2008	The RIA Meter Data Base was established and verification of all meters completed. Tungsten's Meter Installation and Calibration Work Procedure is in place. In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.	Completed
356	Electricity Industry Metering	FOU Contract is in place to install and	2	RIA to investigate and verify.	The RIA will seek independent advice to	Tungsten's Meter Installation and Calibration Work Procedure requires all	Completed

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	Code cl. 3.5(4) A network operator must ensure that, except for a Type 7 metering installation, the metering point for a revenue metering installation is located as close as practicable to the connection point in accordance with good electricity industry practice.	maintain metering installations to the requirements of the Licence. RIA is not able to verify if any of the existing installation complies with the licence requirements.			verify compliance or if required, prepare a plan of action to meet compliance. <i>FOU Contract Manager</i> 30 October 2008	new kWh meters to be installed in accordance with the Electricity Industry Metering Code 2005 and must comply with the metrology procedure and national measurement act. Location of meters is recorded in the RIA Meter Database.	
358	Electricity Industry Metering Code cl. 3.5(9) If a network operator becomes aware that a metering installation does not comply with the Code, the network operator must advise affected parties of the non-compliance and arrange for the non-compliance to be corrected as soon as practicable.	FOU Contract is in place with TG to ensure compliance with the requirements of the licence. However, RIA is not able to verify if any of the existing installations does not comply with the code.	3	RIA to investigate and verify.	The RIA will seek independent advice to verify compliance or if required, prepare a plan of action to meet compliance. <i>FOU Contract Manager</i> 30 October 2008	The RIA Meter Data Base was established and verification of all meters completed. Tungsten's Meter Installation and Calibration Work Procedure is in place. In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the electricity industry metering code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
360	Electricity Industry Metering Code cl. 3.8 A network operator must, for each metering installation on its network, ensure that the metering installation is secured by means of devices or methods which, to the standard of good electricity industry practice, hinder unauthorized access and enable unauthorized access to be detected,.	FOU Contract is in place to install and maintain metering installations to the requirements of the Licence. Checks have been carried out however RIA is not able to verify if all of the existing installations comply with the licence requirements.	3	RIA to investigate and verify.	The RIA will seek independent advice to verify compliance or if required, prepare a plan of action to meet compliance. <i>FOU Contract Manager</i> <i>30 October 2008</i>	Electronic data is not downloaded remotely at Rottneest Island. All readings are done manually. Data is stored on the Tungsten Network where security is in place.	Completed
361	Electricity Industry Metering Code cl. 3.9(3) Each metering installation must meet at least the requirements for that type of metering installation specified in Table 3 in Appendix 1 of the Code.	FOU Contract is in place to install and maintain metering installations to the requirements of the Licence. TG confirms that a checklist is available to verify metering installation. No data has been viewed to verify if	3	RIA to investigate and verify.	The RIA will seek independent advice to verify compliance or if required, prepare a plan of action to meet compliance. <i>FOU Contract Manager</i> <i>30 October 2008</i>	In accordance with the Tungsten's Meter Installation and Calibration Work Procedure, a percentage of electrical meters are removed each year for testing as per the Electricity Industry Metering Code 2005 and sent to Western Power for calibration. Audit sighted the 'Rottneest Island Energy Meter Testing – Interim Report to September 2008' from Western Power detailing the results on testing of energy meters removed from various premises on Rottneest Island. The report covers the	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		any of the existing installation complies with the licence requirements (also refer to item 352)				<p>period of testing from August 2008 to September 2008. Report indicates that the meters tested complied with the requirement of Western Power's Metering Management Plan and AS 1283.13 in terms of accuracy and performance characteristics.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing record of all 39 meters selected for testing during 2008.</p>	
363	Electricity Industry Metering Code cl. 3.9(9) If compensation is carried out within the meter then the resultant metering system error must be as close as practicable to zero.	As above.	3	RIA to confirm.	<p>The RIA will seek independent advice to verify compliance or if required, prepare a plan of action to meet compliance.</p> <p><i>FOU Contract Manager</i> 30 October 2008</p>	<p>As mentioned in item 361, all meters tested by Western Power complied with the requirement of Western Power's Metering Management Plan and AS 1283.13 in terms of accuracy and performance characteristics.</p> <p>As advised by the FOU Contract Manager, the RIA would replace the meter entirely with new one and in accordance with the CSC refund the fee applicable for meter testing to the customer and adjust customer's consumption charges.</p>	Completed
371	Electricity Industry Metering Code cl. 3.12(4) A network operator must maintain drawings and supporting	The FOU Contract is in place to install and maintain metering installations to the requirements of the Licence.	3	Refer to opportunities for improvement for additional recommendations	<p>RIA/Tungsten to retrieve documentation to verify compliance.</p> <p><i>Tungsten Contract Manager</i> Completed</p>	<p>Tungsten maintains the CAD drawings in the 'Cable Layout: Master File' and a register of all power assets is contained in the Tungsten asset register and the asset management system (Navision).</p> <p>In addition, Tungsten has developed a process of review of all CAD drawings of</p>	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	information, to the standard of good electricity industry practice, detailing the metering installation for maintenance and auditing purposes.	No reports have been viewed of auditing/verification during the audit period to check if any of the existing installation complies with the licence requirements. Post Audit Action: Drawings were viewed and found satisfactory, refer to opportunities for improvement for additional recommendations).				cable layouts concerning the Rottnest Island power utilities and documented the process in the 'Review of CAD Drawings' procedure. Tungsten confirmed the drawings are up to date.	
375	Electricity Industry Metering Code cl. 3.14(3) If, under clause 3.14(2) of the Code, a metering installation uses metering class CTs and VTs that do not comply with the prescribed requirements, then the network operator must either	Validation of meter accuracy was not available during the audit.	2	Verification of meter accuracy is required.	Tungsten will undertake meter testing. <i>Tungsten Contract Manager</i> 30 October 2008	The RIA Meter Data Base was established and verification of all meters completed. Tungsten's Meter Installation and Calibration Work Procedure is in place. Procedure requires all new kWh meters to be installed in accordance with the Electricity Industry Metering Code 2005 and must comply with the metrology procedure and national measurement act. In accordance with the procedure, a percentage of electricity meters are	Completed

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	(or both) install meters of higher class accuracy or apply accuracy calibration factors within the meter in order to achieve the overall accuracy requirements prescribed.					<p>removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing record of all 39 meters selected for testing during 2008.</p>	
376	<p>Electricity Industry Metering Code cl. 3.16(1)</p> <p>A network operator must ensure that a Type 1 metering installation to Type 5 metering installation on the network has the facilities and functionality prescribed.</p>	<p>Ditto</p> <p>Not applicable as no type 1 to 5 metering installation was present on Rottnest Island prior to Code application.</p> <p>Future installation will require check of compliance</p>	3	Future meter installations will require check of compliance.	<p>Future meter installations will be checked for compliance of if required, prepare a plan of action to meet compliance.</p> <p><i>Tungsten Contract Manager Completed</i></p>	<p>RIA Meter Data Base was established and verification of all meters completed.</p> <p>Tungsten's Meter Installation and Calibration Work Procedure is in place.</p> <p>Procedure requires all new kWh meters to be installed in accordance with the Electricity Industry Metering Code 2005 and must comply with the metrology procedure and national measurement act.</p> <p>In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the</p>	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						<p>Tungsten public drive.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing a record of all 39 meters selected for testing during 2008.</p>	
384	<p>Electricity Industry Metering Code cl. 3.21(1)</p> <p>Meters containing an internal real time clock must maintain time accuracy as prescribed. Time drift must be measured over a period of 1 month.</p>	<p>FOU Contract is in place to install, operate and maintain metering installations to the requirements of the Licence.</p> <p>RIA is not able to verify if any of the existing installation complies with the licence requirements.</p>	3	RIA to investigate and verify.	<p>Tungsten meter installations will be checked for compliance or if required, prepared a plan of action to meet compliance.</p> <p><i>Tungsten Contract Manager Completed</i></p>	<p>The RIA Meter Data Base was established and verification of all meters completed.</p> <p>Tungsten's Meter Installation and Calibration Work Procedure is in place.</p> <p>Procedure requires all new kWh meters to be installed in accordance with the electricity industry metering code 2005 and must comply with the metrology procedure and national measurement act.</p> <p>In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing record of all 39 meters selected for testing during 2008.</p>	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
391	Electricity Industry Metering Code cl. 3.29 A network operator must publish a list of registered metering installation providers, including the prescribed details, and at least annually, update the list.	FOU Contract is in place to install, operate and maintain metering installations to the requirements of the Licence. List of competencies or registered installation providers was not available at the time of the audit.	3	List of registered installation providers to be published.	Tungsten to retrieve a list of competencies and RIA to publish to list on its website. <i>Tungsten Contract Manager Completed</i>	Tungsten is the only registered metering installation provider that RIA uses. Audit sighted RIA's website and confirmed that Tungsten's name and licence number is published on the website. A list of competencies was also sighted.	Completed
392	Electricity Industry Metering Code cl. 4.1(1) A network operator must establish, maintain and administer a metering database containing standing data and energy data for each metering point on its network.	FOU Contract is in place to operate and maintain metering in accordance with the requirements of the Licence. A meter register is available however not to the extent required by the Code.	2	A metering database will be required to the extent required by the Code.	Tungsten will upgrade its database to ensure compliance. <i>Tungsten Contract Manager 30 October 2008</i>	RIA Meter Data Base was improved to cater for different requirements of the Code.	Completed
394	Electricity Industry Metering Code cl. 4.1(3) A network operator must prepare, and if	No disaster recovery plan is available at present, incorporating a	2	RIA to provide a disaster recovery plan which includes a rebuild of its metering	Tungsten to provide explanation of its operation which will include its methods for data recovery and	The Metering Database is maintained independently by Programmed Maintenance Group (PMG). PMG has a Disaster Recovery Framework in place to be used for all PMG Information	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	applicable, must implement a disaster recovery plan to ensure that it is able, within 2 business days after the day of any disaster, to rebuild the metering database and provide energy data to Code participants.	rebuild of the metering database and the availability of energy data within 2 days of any disaster.		database and the availability of energy data within 2 days of any disaster.	rebuild of metering database. <i>Tungsten Contract Manager</i> 30 November 2008	Technology Disaster Recovery Plans. All energy data is stored on P drive in Perth. All data repositories/information stores are backed up daily to one of two data centres. Each data centre synchronises with the Disaster Recovery (DR) site. Each DR site is backed up nightly to tape and then sent off-site using a 3 rd party data storage provider. All energy data could be re-created within 2 business days after the day of any disaster.	
395	Electricity Industry Metering Code cl. 4.2(1) A network operator must ensure that its registry complies with the Code and the prescribed clause of the market rules.	See item 392.	2	See item 392.	Tungsten will upgrade its database to ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	RIA Meter Data Base was established and verification of all meters completed. Tungsten put in place a 'Standing Data Items Compliance Review' procedure in order to ensure compliance with this clause of the Metering Code. According to the procedure, on the 1 st March each year the data base will be reviewed to ensure compliance with the Electricity Metering Code clause. The table 2 in clause 4.3(1) of the Metering Code is used as a checklist to ensure compliance.	Completed
396	Electricity Industry Metering Code cl. 4.3(1) The standing data for a metering point must comprise at	See item 392.	2	See item 392.	Tungsten will upgrade its database to ensure compliance. <i>Tungsten Contract Manager</i>	Tungsten put in place a 'Standing Data Items Compliance Review' procedure in order to ensure compliance with this clause of the Metering Code. According to the procedure, on the 1 st March each year the data base will be reviewed to ensure compliance with the Electricity	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	least the items specified.				30 October 2008	Metering Code clause. The table 2 in clause 4.3(1) of the Metering Code is used as a checklist to ensure compliance.	
398	Electricity Industry Metering Code cl. 4.5(1) A Code participant must not knowingly permit the registry to be materially inaccurate.	See item 392.	2	See item 392.	Tungsten will upgrade its database to ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The RIA Meter Data Base was established and verification of all meters completed. Tungsten put in place a 'Standing Data Items Compliance Review' procedure in order to ensure compliance with this clause of the Metering Code. According to the procedure, on the 1 st March each year the data base will be reviewed to ensure compliance with the Electricity Metering Code clause. The table 2 in clause 4.3(1) of the Metering Code is used as a checklist to ensure compliance.	Completed
404	Electricity Industry Metering Code cl. 4.8(4) A network operator must have security devices and methods in place that ensure that energy data held in its metering installation and data held in its metering database is secured from unauthorized	See item 392.	2	See item 392.	Tungsten will upgrade its database to ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The Metering Database and Metering Installation is maintained independently by Programmed Maintenance Group (PMG). PMG's Operations Support Manager confirmed that they meet industry standards in password length and complexity i.e. password must be a minimum of 8 characters in length, password expires every 60 days and must be reset and password must be alpha-numeric. A firewall is present at every single point of entry into PMG's network to prevent unauthorised access which is monitored	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	local or remote access, in the manner prescribed, sufficient to the standard of good electricity industry practice,					continuously.	
405	Electricity Industry Metering Code cl. 4.8(5) A network operator must ensure that electronic passwords and other electronic security controls are secured from unauthorized access and are only issued to authorized personnel.	See item 404. Security access procedures are in place requiring account login and password to be authorized.	3	See item 404/	Tungsten will upgrade its database to ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	Confirmation was provided by the PMG's Operations Support Manager regarding password length and complexity. However, no evidence was provided of access to the metering database being issued to the authorised personnel only and that there is a formal procedure in place for authorising new user's accounts and deactivating of user account once the user's access is no longer required e.g. staff resignation. Recommendation: <ul style="list-style-type: none"> Tungsten to provide evidence of access to the metering database being issued to the authorised personnel only and that there is a formal procedure in place for authorising new user's accounts and deactivating of user account once the user's access is no longer required e.g. staff resignation. (Post Audit Implementation Plan item 1.20) 	Partially Completed
406	Electricity Industry Metering	See item 392.	2	See item 392.	Tungsten will upgrade its database to ensure	Tungsten has been the facilities manager on Rottneest Island since September	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	Code cl. 4.9 A network operator must retain energy data in its metering database for each metering point on its network for at least the periods, and with the level of accessibility, prescribed.				compliance. <i>Tungsten Contract Manager</i> 30 October 2008	2007. It has records that date back to 21 June 2006, the start of the Integrated Regional Licence for the Island. Energy records are accessible on Tungsten's metering database.	
409	Electricity Industry Metering Code cl. 5.3 A network operator must, for each metering point on its network, obtain energy data from the metering installation and transfer the energy data into its metering database within the timeframes prescribed.	See item 392.	2	See item 392.	Tungsten will upgrade its database to ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The 'Meter Readings – Monthly' work procedure requires that all meters are read monthly. The meter reading is marked down on the manual data entry sheet first and then entered into the metering database. The Tungsten Contract Manager advised that the energy data are transferred into the metering database promptly the same day of the meter reading. However, Audit noted that the work procedure does not specify the prescribed timeframe for transfer of the energy data into its metering database i.e. no later than 2 business days after the date for a scheduled meter reading for the metering point within or such other time as is specified in applicable service level agreement. Recommendations: <ul style="list-style-type: none"> Update the 'Meter Readings – 	Partially Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						Monthly' work procedure for the prescribed timeframe for transfer of the energy data into its metering database. (Post Audit Implementation Plan item 1.21)	
410	Electricity Industry Metering Code cl. 5.4(1) A network operator must, for each accumulation meter on its network, use reasonable endeavours to undertake a meter reading that provides an actual value at least once in any 12 month period.	FOU Contract places the responsibility for meter reading on the FOU Contractor, however no documentation was found specifying minimum requirement.	2	Requires documentation of meter reading process and requirements.	RIA to forward a letter to Tungsten stating requirement for meter reading. FOU Contract manager Completed	All meters are read monthly as per the 'Meter Readings – Monthly' work procedure.	Completed
425	Electricity Industry Metering Code cl. 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	FOU Contract includes responsibilities for compliance to all electricity licence requirements – metering included. Tungsten is aware of responsibility. RIA is currently unable to satisfactorily verify	2	RIA to verify requirement and ensure compliance.	Tungsten to provide information to RIA and if necessary RIA will ensure compliance. FOU Contract Manager/Tungsten Contract Manager 30 September 2008	This Section is not applicable to the RIA as there are no user's customers.	N/A

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	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.	and/or respond to this code. Further work is in progress.					
444	Electricity Industry Metering Code cl. 5.22(1) A network operator must validate energy data in accordance with this Code applying, as a minimum, the prescribed rules and procedures and must, where necessary, substitute and estimate energy data under this Code applying, as a minimum, the prescribed rules and procedures.	FOU Contract is in place to manage metering installations to the requirements of the Licence. RIA is not able to verify if energy data validation complies with the licence requirements.	2	RIA to confirm validation of energy data.	Tungsten to provide information to RIA and if necessary RIA will ensure compliance. <i>Tungsten Contract Manager</i> <i>30 September 2008</i>	The 'Meter Installation and Calibration' work procedure requires that all new kWh meters must be installed in accordance with the Electricity Industry Metering Code 2005. The 'Meter Reading – Monthly' work procedure is in place that deals with data validation and provision of estimated bill.	Completed
448	Electricity Industry Metering Code cl. 5.22(5) Substitution or	Code is covered by - CSC (clauses 2.4 & 2.5)	2	A procedure is required to document the requirement of	Tungsten to provide information to RIA and if necessary RIA will ensure compliance.	The 'Meter Reading – Monthly' work procedure is in place that deals with provision of estimated data. However, Audit noted that the procedure states:	Partially Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	estimation of energy data is to be required when energy data is missing, unavailable or corrupted, including in the circumstances described.	<p>- Section 8.4 in the Standard Form Contract</p> <p>- FOU Contract requirements, schedule 7, item 1.</p> <p>A procedure for meter reading and data interpretation/entry was not viewed.</p>		the code to the meter reader and for data validation.	<p><i>Tungsten Contract Manager</i></p> <p><i>30 October 2008</i></p>	<p>"Should any data be corrupted, unavailable or missing, the average usage of the past year will be used to provide data validation".</p> <p>It is not clear whether the average usage of the past years is meant to be the basis for substitution or estimation of energy data rather than to provide data validation. Moreover, this estimation basis is not in line with the estimation basis provided in Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Clarify the basis of substitution or estimation of energy data in the 'Meter Reading – Monthly' work procedure. The basis of substitution or estimation of energy data should be aligned with the estimation basis provided in Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract. (<i>Post Audit Implementation Plan item 1.22</i>) 	
449	<p>Electricity Industry Metering Code cl. 5.22(6)</p> <p>A network operator must review all validation failures before undertaking</p>	As above.	2	As above.	<p>Tungsten to provide information to RIA and if necessary RIA will ensure compliance.</p> <p><i>Tungsten Contract Manager</i></p>	The 'Meter Reading – Monthly' work procedure covers the requirement of this clause.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	any substitution.				30 October 2008		
450	Electricity Industry Metering Code cl. 5.23(1) A network operator that determines that there is no possibility of determining an actual value for a metering point must designate an estimated or substituted value for the metering point to be a deemed actual value for the metering point.	As above.	2	As above.	Tungsten to provide information to RIA and if necessary RIA will ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The 'Meter Reading – Monthly' work procedure covers the requirement of this clause.	Completed
451	Electricity Industry Metering Code cl. 5.23(3) A network operator that has designated a deemed actual value for a metering point must repair or replace the meter or one or more of components of metering equipment (as appropriate) at the metering point.	As above.	2	As above.	Tungsten to provide information to RIA and if necessary RIA will ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The Tungsten's Contract Manager advised that faulty meters would be replaced. However, the 'Meter Reading – Monthly' work procedure does not cover the requirement of this clause. Recommendation: <ul style="list-style-type: none"> The Tungsten's 'Meter Reading – Monthly' work procedure should be updated for the requirement of this clause. (<i>Post Audit Implementation Plan item 1.23</i>) 	Partially Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
452	Electricity Industry Metering Code cl. 5.24(1) A network operator that uses an actual value (first value) for energy data for a metering point, and a better quality actual or deemed actual value is available (second value), must replace the first value with the second value if doing so would be consistent with good electricity industry practice.	As above.	2	As above.	Tungsten to provide information to RIA and if necessary RIA will ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The 'Meter Reading – Monthly' work procedure covers the requirement of this clause.	Completed
453	Electricity Industry Metering Code cl. 5.24(2) A network operator that uses a deemed actual value (first value) for energy data for a metering point, and a better quality deemed actual value is available (second value), must	As above.	2	As above.	Tungsten to provide information to RIA and if necessary RIA will ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The 'Meter Reading – Monthly' work procedure covers the requirement re actual data for energy data (see item 452) but the requirement re deemed actual data as per this clause is not included in the work procedure. Recommendation: <ul style="list-style-type: none"> The 'Meter Reading – Monthly' work procedure to be updated to include reference to the deemed actual data to comply with the requirements of this clause. (Post Audit 	Outstanding

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	replace the first value with the second value if doing so would be consistent with good electricity industry practice.					<i>Implementation Plan item 1.24)</i>	
454	Electricity Industry Metering Code cl. 5.24(3) A network operator that uses an estimated or substituted value (first value) for energy data for a metering point, and a better quality actual, deemed, estimated, or substituted value is available (second value), must replace the first value with the second value if doing so would be consistent with good electricity industry practice or the user and its customer jointly request it to do so.	As above.	2	As above.	Tungsten to provide information to RIA and if necessary RIA will ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The 'Meter Reading – Monthly' work procedure covers the requirement re actual data for energy data (see item 452) but the requirement re estimated or substituted value as per this clause is not included in the work procedure. Recommendation: <ul style="list-style-type: none"> The 'Meter Reading – Monthly' work procedure to be updated to include reference to the re estimated or substituted value to comply with the requirements of this clause. <i>(Post Audit Implementation Plan item 1.25)</i> 	Outstanding

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
456	Electricity Industry Metering Code cl. 5.25 A network operator must ensure the accuracy of estimated energy data in accordance with the methods in its metrology procedure and ensure that any transformation or processing of data preserves its accuracy in accordance with the metrology procedure.	See item 444.	2	See item 444.	Tungsten to provide information to RIA and if necessary RIA will ensure compliance. <i>Tungsten Contract Manager</i> 30 October 2008	The 'Meter Reading – Monthly' work procedure is in place that deals with provision of estimated data. However, in item 448, Audit recommended improvements into the procedure in order to clarify the basis of substitution or estimation of energy data and to align the procedure with Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract in terms of estimation basis. The 'Voltage and Harmonic Fluctuation Monitoring' work procedure is in place to monitor voltage and harmonic fluctuations on a regular basis and to respond to complaints relating to voltage and harmonic fluctuations. Recommendation: Refer item 448. (Post Audit Implementation Plan item 1.22)	Partially Completed
463	Electricity Industry Metering Code cl. 6.1(1) A network operator must, in relation to its network, comply with the agreements, rules, procedures, criteria and processes prescribed.	Intent of compliance demonstrated in Management Meetings, FOU Contract and interviews with CEO and various managers. There is a partial compliance with this requirement.	3	RIA to verify compliance with this code requirement.	The RIA's facility manager, Tungsten, is creating an internal process to review and an electricity licence compliance database. <i>Tungsten Contract Manager</i> 30 October 2008	The Authority's Electrical Licence Compliance Review procedure was put in place in order to review the individual requirements of the Electricity Licence as listed in the compliance manual, on an annual basis. RIA and Tungsten meet each month to review progress. The 'License and Permit Register – Rottneest Island – Facilities Management Contract' outlines applicable Acts/Legislations and Licences/Registers.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		Further work is in progress to achieve full compliance.					
352	Electricity Industry Metering Code cl. 3.3(1) An interval meter must at least have an interface to allow the interval energy data to be downloaded in the manner prescribed using an interface compatible with the requirements specified in the applicable metrology	Loads of various feeders show that interval meters maybe required, compliance with code will need to be verified in future works.	3	Compliance with the code will need to be verified in future works	Future meter installations will be checked for compliance. FOU Contract Manager/ Tungsten Contract manager Completed	Downloadable meters are not in use. Meters that are in use are physically read, data is not downloaded.	N/A
371	Electricity Industry Metering Code cl. 3.12(4) A network operator must maintain drawings and supporting information, to the standard of good electricity industry practice, detailing the metering	Some of the drawings may need updating (1995 issue).	3	Verification should be carried out to confirm currency of drawings.	Drawings to be reviewed and updated if required. FOU Contract Manager/ Tungsten Contract Manager 30 November 2008	Tungsten has developed a process of review of all CAD drawings of cable layouts concerning the Rottneest Island power utilities and documented the process in the 'Review of CAD Drawings' procedure.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	installation for maintenance and auditing purposes.						
376	Electricity Industry Metering Code cl. 3.16(1) A network operator must ensure that a Type 1 metering installation to Type 5 metering installation on the network has the facilities and functionalities and functionality prescribed.	The annual throughput at connection points may exceed 50 MWh at some points, which would necessitate the use of interval meters (reference Electricity Industry Metering Code 2005, Appendix 1).	3	There may be a need to review the metering requirements as the annual throughput at connection point may exceed 50 MWh.	Future meter installations will be checked for compliance. <i>FOU Contract Manager/ Tungsten Contract Manager.</i> <i>Completed</i>	<p>The RIA Meter Data Base was established and verification of all meters completed.</p> <p>Tungsten's Meter Installation and Calibration Work Procedure is in place.</p> <p>Procedure requires all new kWh meters to be installed in accordance with the Electricity Industry Metering Code 2005 and must comply with the metrology procedure and national measurement act.</p> <p>In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing record of all 39 meters selected for testing during 2008.</p>	Completed

3.4 Audit Results and Recommendations

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE – LICENCE CONDITIONS AND OBLIGATIONS				This Section is not applicable to RIA. The Island is a monopoly and the customers cannot be transferred.			N/A
ELECTRICITY INDUSTRY (OBLIGATION TO CONNECT) CODE – LICENCE CONDITIONS AND OBLIGATIONS				The conditions in this Section relates to two different situations – (1) if there is retailer who is another Code Participant or User on the Island, (2) a customer as a User on the Island. In (1), the situation is not applicable to RIA since it is a monopoly – it has an Integrated Regional Licence. In (2), the customer situation does not apply as all the properties and land on the Island are owned by RIA.			N/A
ELECTRICITY INDUSTRY (LICENCE CONDITIONS) REGULATIONS – LICENCE CONDITIONS AND OBLIGATIONS				This Section is not applicable to RIA for the following reasons: 1. RIA is not Electricity Corporation. It has only an Integrated Regional Licence to operate and generate own electricity to distribute and retail to small use customers on the Island. 2. The Island is a monopoly and there is no provision for customers to build and own a renewable source of electricity to sell to the RIA.			N/A
ELECTRICITY INDUSTRY ACT – LICENCE CONDITIONS AND OBLIGATIONS							
81	Integrated Regional Licence condition	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	NR	5	Performance audit is now being undertaken and will be completed within the prescribed time. Audit sighted the RIA's Electricity Compliance Spreadsheet with	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	23.1		independent expert acceptable to the Authority.			audit dates included as part of the schedule of events to ensure regulatory timeframes are met.	
82	Integrated Regional Licence condition 24.1	Electricity Industry Act Section 14(1)(a)	A licensee must provide for an asset management system (AMS).	NR	1	<p>The Asset Management Plan – Key Report & Summary and Asset Management Plan – Power prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, have been finalised and issued in October 2008 and March 2009 respectively.</p> <p>The RIA advised that the final version of the AMP has been submitted to the Authority.</p>	5
83	Integrated Regional Licence condition 24.1 and 24.2	Electricity Industry Act Section 14(1)(b)	A licensee must notify details of the asset management system and any substantial changes to it to the Authority.	2	5	<p>Under the FOU Agreement between the RIA and Tungsten, the Facility Manager shall fulfil the reporting requirements of the RIA's Electricity Supply Licence.</p> <p>Sighted the Tungsten's 'License and Permit Register – Rottneest Island – Facilities Management Contract' and confirmed that the requirement to notify the Authority of any expansions or changes to supply and distribution is included. However, Audit noted that the required timeframe under this clause for such notification is not specified in the register.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Tungsten's 'License and Permit Register – Rottneest Island – Facilities Management Contract' should be updated with the required timeframe under this clause for notification to the Authority of any substantial changes to generating works or distribution system. (<i>Post Audit Implementation Plan item 1.1</i>) 	4

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
84	Integrated Regional Licence condition 24.3	Electricity Industry Act Section 14(1)(c)	A licensee must provide the Authority with a report by an independent expert as to the effectiveness of its asset management system every 24 months, or such longer period as determined by the Authority.	NR	5	<p>An Asset Management System Review is now being undertaken and will be completed within the prescribed time.</p> <p>Audit sighted the RIA's Electricity Compliance Spreadsheet with the asset management system review dates included as part of the schedule of events to ensure regulatory timeframes are met.</p>	5
85	Integrated Regional Licence condition 4.1	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	5	<p>The licence was granted on 21 June 2006 and the licence fee is to be paid by 22 July of each year.</p> <p>In accordance with the FOU Agreement, it is the Facilities Manager's responsibility to provide to the RIA a comprehensive report on the status of all the Licenses applicable to the RIA and the Facilities Manager e.g. expiry, renewal requirements, etc.</p> <p>The RIA is responsible for paying the annual licence to the Authority. The last payment of \$11,500 was due within one month of the issue and was paid by direct credit on 9 July 2008. Audit sighted a copy of the invoice and remittance advice.</p> <p>Tungsten maintains a "License and Permit Register – Rottneest Island – Facilities Management Contract" which includes fee payment dates. This register is reviewed each week at the regular FOU meeting, and upcoming payments are captured here. In addition the Authority send out an invoice.</p>	5
86	Integrated Regional Licence condition	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	NR	2	<p>The FOU Agreement requires Tungsten to report monthly on breakdown repairs and reasons for any delays, as well as performance indicators on an annual basis.</p> <p>Sighted the Network Quality Reliability of Supply Annual Report</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1		supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.			2007/08 on RIA's website.	
87	Integrated Regional Licence condition 5.1	Electricity Industry Act Section 41(6)	A licensee must pay the costs of taking an interest in land or an easement over land.	2	N/A	RIA is the authority and administrator of the Island.	N/A
88	Integrated Regional Licence condition 13.1	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 form contract.	2	5	The Standard Form Contract was published as draft (17 February 2006) and approved by the Authority on 21 June 2006. RIA has been using the final version.	5
89	Integrated Regional Licence condition 14.4	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	5	Confirmed with the FOU Contract Manager that during the audit period the RIA has not received any direction from the Authority to amend the Standard Form Contract.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
90	Integrated Regional Licence condition 5.1	Electricity Industry Act Section 62(1)(b)	Electricity Networks Corporation and Regional Power Corporation must comply with a direction given by the Coordinator in relation to a draft extension and expansion policy.	NR	N/A	RIA is limited to Rottnest Island under the RIA Act.	N/A
91	Integrated Regional Licence condition 5.1	Electricity Industry Act Section 64(2)	Electricity Networks Corporation and Regional Power Corporation must comply with a direction given by the Coordinator in relation to an amendment to an extension and expansion policy.	NR	N/A	RIA is limited to Rottnest Island under the RIA Act.	N/A
92	Integrated Regional Licence condition 5.1	Electricity Industry Act Section 65(d)	Electricity Networks Corporation and Regional Power Corporation must implement arrangements set out in an approved extension and expansion policy.	NR	N/A	RIA is limited to Rottnest Island under the RIA Act.	N/A
93	Integrated Regional Licence 17.1	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	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			comes into operation under Section 70 of the Electricity Industry Act.				
94	Integrated Regional Licence 19.1	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	5	RIA is a code participant in the WEM, therefore is a member of an approved scheme.	5
95	Integrated Regional Licence condition 5.1	Electricity Industry Act Section 115(1)	A licensee that is a network service provider or an associate of a network service provider, in relation to network infrastructure covered by the Code, must not engage in conduct for the purpose of hindering or prohibiting access by any person to services in accordance with the Code, the making of access agreements or any particular agreement in respect of those facilities, or the access to which a person is entitled under an	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			access agreement or a determination made by way of arbitration.				
96	Integrated Regional Licence condition 5.1	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	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
ELECTRICITY LICENCES - LICENCE CONDITIONS AND OBLIGATIONS							
97	Electricity Industry Act Section 11	Integrated Regional Licence condition 6.1	A licensee must ensure that an electricity marketing agent of the licensee complies with the applicable codes.	2	N/A	RIA does not employ any electricity marketing agents.	N/A
98	Electricity Industry Act Section 11	Integrated Regional 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	N/A	RIA does not employ any electricity marketing agents.	N/A
99	Electricity Industry Act Section	Integrated Regional Licence	A licensee must, if directed by the Authority, review the standard form contract and	NR	5	Confirmed with the FOU Contract Manager that during the audit period the RIA has not received any direction from the Authority to review the Standard Form Contract.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	11	condition 13.2	submit to the Authority the results of that review within the time specified by the Authority.				
100	Electricity Industry Act Section 11	Integrated Regional 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	5	Ditto 99.	5
101	Electricity Industry Act Section 11	Integrated Regional Licence condition 14.1	A licensee may only amend the standard form contract with the Authority's approval.	2	5	Confirmed with RIA's staff that the Standard Form Contract was not amended during the audit period.	5
102	Electricity Industry Act Section 11	Integrated Regional 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	5	The revised Operation of Electricity Customer Service Charter 2009 was approved by the Authority on 17 June 2009 (outside of the current audit period). Audit sighted the RIA's Electricity Compliance Spreadsheet with the due dates for review of the Customer Service Charter included as part of the schedule of events to ensure regulatory timeframes are met.	5
103	Electricity Industry Act Section 11	Integrated Regional Licence condition 20.2	A licensee must amend the asset management system before an expansion or reduction in generating works, distribution systems and transmission	2	4	Any proposed expansion/reduction goes through a rigorous process. There are documents covering Low Load Generating Plant procurement [RI Taskforce Recommendation Business Case Summary and ERC Approval Request (Low Load Diesel Generators)].	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			systems and notify the Authority in the manner prescribed, if the expansion or reduction is not provided for in the asset management system.			Responsibility for advising the Authority is with the FOU Contractor and is documented in the FOU Agreement between RIA and Tungsten.	
104	Electricity Industry Act Section 11	Integrated Regional Licence condition 20.3	A licensee must not expand the generating works, distribution systems or transmission systems outside the licence area.	2	5	Confirmed with RIA staff that services are limited to the designated areas as set out in Plan No. ERA-EL-076.	5
105	Electricity Industry Act Section 11	Integrated Regional Licence condition 21.1	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	4	RIA is subject to the Financial Management Act 2006 and to the Auditor General Act 2006 [RIA Act 1987, sec. 40]. Certified Financial Statements were included in the Annual Report 2007/08 and audited by the Auditor General.	5
106	Electricity Industry Act Section 11	Integrated Regional Licence condition 22.4	A licensee must comply with any individual performance standards prescribed by the Authority.	2	N/A	No individual performance standards have been prescribed by the Authority.	N/A
107	Electricity Industry Act Section	Integrated Regional Licence	A licensee must comply, and require its auditor to comply, with the Authority's standard audit	2	4	Request for quotation [RIA 005/09 Request for Quotation: Provision of Electricity Licence Performance Audit and Asset Management Systems Review, closing 25/2/09] stipulates	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	11	condition 23.2	guidelines dealing with the performance audit.			compliance requirements on auditors.	
108	Electricity Industry Act Section 11	Integrated Regional Licence condition 24.4	A licensee must comply, and must require the licensee's expert to comply, with the relevant aspects of the Authority's standard guidelines dealing with the asset management system.	2	4	<p>Tungsten has developed a process of internal review of the individual requirements of the electricity licence as listed in the Tungsten Electricity Reporting Compliance Audit Document.</p> <p>The 'License and Permit Register - Rottneest Island – Facilities Management Contract' has been developed and a review of all compliance obligations is scheduled for January each year.</p>	4
109	Electricity Industry Act Section 11	Integrated Regional Licence condition 25.1	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	4	<p>Confirmed with the RIA staff that there has been no significant change to the circumstances upon which the licence was granted which may affect the licensee's ability to meet its obligations under the licence during the audit period.</p> <p>Tungsten has developed a process of internal review of the individual requirements of the electricity licence as listed in the Tungsten Electricity Reporting Compliance Audit Document.</p> <p>The 'License and Permit Register - Rottneest Island – Facilities Management Contract' has been developed and a review of all compliance obligations is scheduled for January each year.</p>	4
110	Electricity Industry Act Section 11	Integrated Regional Licence condition 26.1	A licensee must provide the Authority, in the manner prescribed, any information the Authority requires in connection with its functions under the	2	5	In accordance with the Electricity Compliance Reporting Manual 2008, RIA must submit compliance reports to the Authority covering all of its type 2 licence obligations for each financial year (1 July to 30 June inclusive) by 31 August immediately following the financial year that is the subject of the report	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			Electricity Industry Act.			<p>Audit sighted the Compliance Report for the period 1 July 2007 to 30 June 2008 submitted to the Authority on 31 August 2008 and confirmed that it was submitted to the Authority in a manner, time and format specified by the Authority.</p> <p>Under the FOU Agreement, Tungsten is responsible for ensuring the RIA is compliant in all its electricity licence and reporting requirements. Ultimately however any failure to comply is a failure of a licence holder regardless of contractual obligations with the facilities manager.</p> <p>Audit sighted the RIA's Electricity Compliance Spreadsheet with the due dates for Annual Compliance Report included as part of the schedule of events to ensure regulatory timeframes are met.</p>	
111	Electricity Industry Act Section 11	Integrated Regional Licence condition 27.2	A licensee must publish any information it is directed by the Authority to publish, within the timeframes specified.	2	5	RIA and Tungsten have confirmed that no directions for publication have been received from the Authority. Therefore deemed compliant. If directed, any such information would be published on the RIA's website.	5
112	Electricity Industry Act Section 11	Integrated Regional Licence condition 28.1	Unless otherwise specified, all notices must be in writing.	2	5	The requirement for notices be in writing is specified in the FOU Agreement between RIA and Tungsten as well as in Section 19 of the Standard Form Contract for the Supply of Electricity on Rottneest Island. Confirmed with the RIA and Tungsten staff that all communication is in writing.	5
CODE OF CONDUCT – LICENCE CONDITIONS AND OBLIGATIONS							
113	Electricity	Code of	A marketer must ensure that its	2	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Industry Act Section 82	Conduct clause 2.1 Integrated Regional Licence condition 6.1	marketing representatives comply with Part 2 of the Code of Conduct.				
114	Electricity Industry Act Section 82	Code of Conduct clause 2.2 Integrated Regional 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.	2	N/A	RIA does not use any electricity marketing agents.	N/A
115	Electricity Industry Act Section 82	Code of Conduct clause 2.3(1) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A
116	Electricity Industry Act Section 82	Code of Conduct clause 2.3(2) Integrated Regional	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	2	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
		Licence condition 6.1	representative must obtain and make a record of the customer's verifiable consent that the specified information has been given.				
117	Electricity Industry Act Section 82	Code of Conduct clause 2.3(3) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A
118	Electricity Industry Act Section 82	Code of Conduct clause 2.4(1) Integrated Regional Licence condition 6.1	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.	2	N/A	RIA does not use any electricity marketing agents.	N/A
119	Electricity	Code of	Where the customer has entered	2	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Industry Act Section 82	Conduct clause 2.4(2) Integrated Regional Licence condition 6.1	into a new contractual relationship with a retailer, a retailer or marketing representative must give the information specified to the customer.				
120	Electricity Industry Act Section 82	Code of Conduct clause 2.4(3) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A
121	Electricity Industry Act Section 82	Code of Conduct clause 2.4(4) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
122	Electricity Industry Act Section 82	Code of Conduct clause 2.5(1) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A
123	Electricity Industry Act Section 82	Code of Conduct clause 2.5(2) Integrated Regional Licence condition 6.1	A marketing representative must not exert undue pressure on a customer, nor harass or coerce a customer.	2	N/A	RIA does not use any electricity marketing agents.	N/A
124	Electricity Industry Act Section 82	Code of Conduct clause 2.5(3) Integrated Regional 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.	2	N/A	RIA does not use any electricity marketing agents.	N/A
125	Electricity Industry Act Section 82	Code of Conduct clause 2.5(4)	A marketing representative must ensure that all standard form contracts that are entered into as a result of door to door marketing	2	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
		Integrated Regional Licence condition 6.1	and all non-standard contracts are in writing.				
126	Electricity Industry Act Section 82	Code of Conduct clause 2.5(5) Integrated Regional 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.	2	N/A	RIA does not use any electricity marketing agents.	N/A
127	Electricity Industry Act Section 82	Code of Conduct clause 2.6(1) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A
128	Electricity Industry Act Section 82	Code of Conduct clause 2.6(2)	A marketing representative must, on request, provide the customer with the information specified.	2	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
		Integrated Regional Licence condition 6.1					
129	Electricity Industry Act Section 82	Code of Conduct clause 2.6(3) Integrated Regional Licence condition 6.1	<p>A marketing representative who meets with a customer face to face must:</p> <ul style="list-style-type: none"> • 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	N/A	RIA does not use any electricity marketing agents.	N/A
130	Electricity Industry Act Section 82	Code of Conduct clause 2.6(4) Integrated Regional Licence	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	2	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
		condition 6.1	30 days unless the customer agrees otherwise.				
131	Electricity Industry Act Section 82	Code of Conduct clause 2.6(5) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A
132	Electricity Industry Act Section 82	Code of Conduct clause 2.6(6) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A
133	Electricity Industry Act Section 82	Code of Conduct clause 2.6(7) and 2.6(8) Integrated	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.	2	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
		Regional Licence condition 6.1					
134	Electricity Industry Act Section 82	Code of Conduct clause 2.7(1) Integrated Regional 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 two years unless: <ul style="list-style-type: none"> the customer requests contact; or the customer has moved premises; or a marketer has a legal obligation to contact the customer. 	2	N/A	RIA does not use any electricity marketing agents.	N/A
135	Electricity Industry Act Section 82	Code of Conduct clause 2.7(2) Integrated	A marketer must keep a record of each customer who has requested not to be contacted, that includes the specified	2	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
		Regional Licence condition 6.1	information.				
136	Electricity Industry Act Section 82	Code of Conduct clause 2.7(3) Integrated Regional Licence condition 6.1	A marketer must give a copy of the record to the Electricity Ombudsman or the Authority on request.	2	N/A	RIA does not use any electricity marketing agents.	N/A
137	Electricity Industry Act Section 82	Code of Conduct clause 2.7(4) Integrated Regional 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.	2	N/A	RIA does not use any electricity marketing agents.	N/A
138	Electricity Industry Act Section 82	Code of Conduct clause 2.7(5) Integrated Regional 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	N/A	RIA does not use any electricity marketing agents.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
139	Electricity Industry Act Section 82	Code of Conduct clause 2.8 Integrated Regional Licence condition 6.1	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.	2	N/A	RIA does not use any electricity marketing agents.	N/A
140	Electricity Industry Act Section 82	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	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
141	Electricity Industry Act Section 82	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		RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
142	Electricity Industry Act Section 82	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	5	Section 8.1 of the Standard Form Contract provides for issuing of bills on a monthly basis. Confirmed with the RIA and Tungsten staff that bills are being issued on a monthly basis.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
143	Electricity Industry Act Section 82	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.	2	5	The Standard Form Contract and CSC do not provide for any shortened billing cycle. Confirmed with the RIA and Tungsten staff that a monthly billing cycle is used and that there was no shortened billing cycle during the audit period.	5
144	Electricity Industry Act Section 82	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.	2	5	Ditto 143.	5
145	Electricity Industry Act Section 82	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.	2	5	Ditto 143.	5
146	Electricity Industry Act Section 82	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.	2	5	Ditto 143.	5
147	Electricity Industry Act Section 82	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	2	5	Ditto 143.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			customer can be returned to its previous billing cycle.				
148	Electricity Industry Act Section 82	Code of Conduct clause 4.3(1)	In respect of any 12 month period, on receipt of a request by a customer, a retailer may provide a customer with estimated bills under a bill smoothing arrangement.	2		Confirmed with the FOU Contract Manager that there were no bill smoothing arrangements in place during the audit period. Therefore deemed compliant.	5
149	Electricity Industry Act Section 82	Code of Conduct clause 4.3(2)	If a retailer provides a customer with estimated bills under a bill smoothing arrangement the retailer must ensure that the conditions specified are met.	2		Ditto 149.	5
150	Electricity Industry Act Section 82	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	5	Section 2.1 of the CSC provides for issuing bills to the address notified to the RIA by the property holder.	5
151	Electricity Industry Act Section 82	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	5	Section 2.2 of the CSC complies with the minimum contents of bill requirements. However, Audit noted that there is no formal confirmation of compliance obtained from Sunco or McGees Property concerning the need to include on invoices, advice about the availability of multi-lingual services.	4

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
						<p>Sighted Tax Invoice/Receipt provided to customers by Sunco Management and confirmed that the content of the bill is compliant with this clause.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Include in an annual confirmation certificate from Sunco and McGees Property, the requirement for the bill to include advice about the availability of multi-lingual services. (Post Audit Implementation Plan item 1.2) 	
152	Electricity Industry Act Section 82	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	5	<p>In March 2009, the RIA issued the Hardship Policy – Electricity.</p> <p>Section 7 (item 7.7) 'Rights of Customers Experiencing Financial Hardship' of the Hardship Policy refers to the right of each customer experiencing financial hardship to be advised of the amount of any historical debt and the basis of that debt, including details such as the premises at which consumption was recorded, date of consumption and amount.</p> <p>Audit confirmed with the FOU Contract Manager that there was no bill for historical debt during the audit period.</p>	5
153	Electricity Industry Act Section 82	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	5	<p>Section 2.3 of the CSC and Section 8.3 of the Standard Form Contract provide for determination of customer's consumption based on a reading of the meter placed at the supply address.</p> <p>Sighted Tax Invoice/Receipt provided to customers by Sunco Management and confirmed that the content of the bill is compliant with this clause.</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
154	Electricity Industry Act Section 82	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		<p>This clause is not applicable to RIA as it relates to a situation where a customer's bill is based on the customer's reading of the meter. RIA provides for reading of the meter at the customer's supply address.</p> <p>However, if requested by a customer, RIA will provide information on how to read a meter to the customer within two working days of the request. The request will be noted and copy of the letter and information required will be filed as a matter of record.</p>	N/A
155	Electricity Industry Act Section 82	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	5	In accordance with the Tungsten's "Meter Reading – Monthly" work procedure, the meters are being read on a monthly basis.	5
156	Electricity Industry Act Section 82	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		<p>Section 2.4 of the CSC has been modified and meets the requirements set out in this clause. If the meter is not able to be read, an estimated bill will be provided.</p> <p>Tungsten will provide the data for billing as per the guidelines set out in the Tungsten Groups 'Meter Reading Procedure'.</p> <p>Letter dated 20 March 2009 from the RIA outlines each parties (Tungsten, RIA, Sunco Property and McGees Property) responsibilities in relation to estimated electricity meter reading.</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
						Audit confirmed with the FOU Contract Manager that there was no estimated bill provided to any customer during the audit period.	
157	Electricity Industry Act Section 82	Code of Conduct clause 4.8(2)	A retailer must specify the stated information in circumstances where the customer's bill is estimated.	2	5	<p>Letter dated 20 March 2009 from the RIA outlines each parties (Tungsten, RIA, Sunco Property and McGees Property) responsibilities in relation to estimated electricity meter reading.</p> <p>Letter requires that under these circumstances Sunco Property and McGees Property (agent) will need to ensure that the invoice is clearly noted as an estimate.</p> <p>Tungsten is responsible for providing meter reading data, including calculating estimates and providing reasons for any estimated meter reading. All details including the basis of estimation and reasons for estimation will be included in the monthly data provided to the RIA, Sunco Property and McGees Property by Tungsten.</p> <p>Audit confirmed with the FOU Contract Manager that there was no estimated bill provided to any customer during the audit period.</p>	5
158	Electricity Industry Act Section 82	Code of Conduct clause 4.8(3)	A retailer must tell a customer, on request, the basis and reason for the estimation.	2	5	<p>Letter dated 20 March 2009 from the RIA outlines each parties (Tungsten, RIA, Sunco Property and McGees Property) responsibilities in relation to estimated electricity meter reading.</p> <p>Letter requires that under these circumstances Sunco Property and McGees Property (agent) will need to ensure that the invoice is clearly noted as an estimate.</p> <p>Tungsten is responsible for providing meter reading data, including calculating estimates and providing reasons for any</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
						<p>estimated meter reading. All details including the basis of estimation and reasons for estimation will be included in the monthly data provided to the RIA, Sunco Property and McGees Property by Tungsten.</p> <p>Audit confirmed with the FOU Contract Manager that there was no estimated bill provided to any customer during the audit period.</p>	
159	Electricity Industry Act Section 82	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	5	<p>Section 2.9 of the CSC has been modified and meets the requirement set out in this clause. Section 2.9 of the CSC states that if the RIA gives the customer an estimated bill and the meter is subsequently read, the RIA will include an adjustment on the next bill to take account of the actual meter reading.</p> <p>Audit confirmed with the FOU Contract Manager that there was no estimated bill provided to the customer during the audit period.</p>	5
160	Electricity Industry Act Section 82	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	5	<p>Tungsten will provide the data for billing as per the guidelines set out in the Tungsten Groups 'Meter Reading Procedure that meets the requirement set out in this clause.</p>	5
161	Electricity Industry Act Section 82	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	2	5	<p>Section 4.5 of the CSC and Section 22 of the Standard Form Contract provide for testing of meters on customer's request for a fee.</p> <p>Confirmed with the FOU Contract Manager that the RIA has not had any request for meter testing during the audit period.</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			meter.				
162	Electricity Industry Act Section 82	Code of Conduct clause 4.11(2)	If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.	2	5	Section 4.5 of the CSC and Section 22 of the Standard Form Contract provide for refund of the fee if the test results fall outside an accuracy of plus or minus two percent, whereupon consumption charges will be adjusted. Confirmed with the FOU Contract Manager that the RIA has not had any request for meter testing during the audit period.	5
163	Electricity Industry Act Section 82	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.	2	N/A	RIA does not cater for alternative tariffs.	N/A
164	Electricity Industry Act Section 82	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.	2	N/A	RIA does not cater for alternative tariffs.	N/A
165	Electricity Industry Act Section	Code of Conduct clause	A retailer may recover any amounts undercharged to a customer as a result of a change in the customer's electricity use	NR	5	Has not eventuated during the audit period, however the condition is covered by clause 2.5 of the CSC and Section 8.6 of the Standard Form Contract.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	82	4.14(1)	for the period of up to 12 months prior to the date on which the retailer provided notice in the specified manner.				
166	Electricity Industry Act Section 82	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	5	Not eventuated during the audit period, however condition is covered by Section 2.5 of the CSC and Section 8.6 of the Standard Form Contract.	5
167	Electricity Industry Act Section 82	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	5	Section 2.9 of the CSC has been modified and meets the requirement set out in this clause.	5
168	Electricity Industry Act Section 82	Code of Conduct clause 4.15(2)	A retailer must repay the customer any amount in credit at the time of account closure.	2		Section 2.9 of the CSC has been modified and meets the requirement set out in this clause. Section 2.9 of the CSC states that if a customer's account is in credit at the time a customer requests a final bill, the RIA will repay the amount to the customer within 12 working days. Audit confirmed with the FOU Contract Manager that there were no amounts in credit at the time of account closure during the audit period.	5
169	Electricity Industry Act Section 82	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	2	5	Requirement of this clause is covered by Section 8.6 of the Standard Form Contract. Over the audit period three customers requested review of the bill and one review of the bill was result of query raised internally	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			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.			about a reading that appeared incorrect. The audit reviewed the four reviews of the bill raised during the audit period and confirmed RIA's compliance with the Code of Conduct.	
170	Electricity Industry Act Section 82	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	5	Section 2.5 of the CSC and Section 8.6 of the Standard Form Contract (SFC) cover the requirement to pay the unpaid amount by the customer. Section 4.5 of the CSC and Section 22 of the SFC cover the requirement to advise the customer that they may request the RIA to arrange for the meter to be tested. Section 3.4.2 of the CSC and Section 17 of the SFC cover the compliant procedure. The audit reviewed the four reviews of the bill raised during the audit period and confirmed RIA's compliance with the Code of Conduct.	5
171	Electricity Industry Act Section 82	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	5	Section 8.6 of the SFC states that a representative of the RIA will acknowledge a complaint within 10 business days and shall address the complaint within 20 business days. The audit reviewed the four reviews of the bill raised during the audit period and confirmed RIA's compliance with the Code of Conduct.	5
172	Electricity Industry Act Section	Code of Conduct clause	A retailer must recover an amount undercharged as a result of an act or omission by a retailer	2	5	Section 2.5 of the CSC and Section 8.6 of the SFC cover the requirement that the RIA will only claim the amount undercharged for the previous 12 month period. The SFC further states that	5

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	82	4.18(2)	or distributor in the manner specified.			customers will be given sufficient time by the RIA to repay any difference. The instalment payment plans are covered in the RIA's Hardship Policy – Electricity. Audit confirmed with the FOU Contract Manager that no recovery of undercharged amount has taken place during the audit period.	
173	Electricity Industry Act Section 82	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	5	The requirement to inform a customer within 10 business days of the RIA becoming aware of the error resulting in overcharging the customer and to ask the customer for instruction as to whether the amount should be credited to the customer's account or repaid to the customer is not covered in the SFC or specifically confirmed by Sunco and McGees Property. Audit confirmed with the FOU Contract Manager that there were no overcharged amounts during the audit period. Recommendation: <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.3) 	3
174	Electricity Industry Act Section 82	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	5	Section 2.5 of the CSC states that if an error is made resulting in customer paying more than the correct amount, the excess amount will be refunded to the customer, or credited to the customer's account within 12 working days. However, audit noted that Section 8.6 of the Standard Form Contract states that RIA will refund money overpaid on the account to the customer, but no timeframe is specified within	3

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						<p>which this action ought to happen. There is no specific confirmation that this requirement is being met by Sunco and McGees Property</p> <p>Audit confirmed with the FOU Contract Manager that there were no overcharged amounts during the audit period.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.4) 	
175	Electricity Industry Act Section 82	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	5	<p>The requirement that if RIA does not receive any instructions from the customer on whether to repay or credit the overcharged amount to the customer within 20 business days of making the request, RIA must credit the amount overcharged to the customer's account is not covered by the SFC or confirmation from Sunco and McGees Property.</p> <p>Audit confirmed with the FOU Contract Manager that there were no overcharged amounts during the audit period.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.5) 	3
176	Electricity Industry Act Section	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	2	5	<p>Section 2.6 of the CSC and Section 8.5 of the SFC provide for at least twelve business days to pay a bill.</p>	5

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	82		of dispatch deemed to be the date of the bill, unless the retailer specifies a later date.				
177	Electricity Industry Act Section 82	Code of Conduct clause 5.2(1)	A retailer must offer the specified minimum payment methods.	2	5	<p>Section 2.6 of the CSC has been modified and meets the requirement set out in this clause. Section 2.5 of the CSC now offers all of the required payment methods. Also Section 8.5 of the Standard Form Contract offers all required methods of payment.</p> <p>Also the Sunco tax invoice offers the following payment methods:</p> <ul style="list-style-type: none"> ○ In person; ○ By post; ○ Direct deposit via internet; ○ Credit card by phone or visit the office; and <p>Reference is made to Centrepay as well.</p>	5
178	Electricity Industry Act Section 82	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	5	The function has been contracted out to Sunco. Confirmed with RIA that processes has not changed since previous audit.	5
179	Electricity Industry Act Section 82	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	5	<p>Sunco no longer offers a direct debit method of payment on the tax invoice. However, Audit noted that the Section 8.5 of the Standard Form Contract still offers direct debit as a method of payment.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> • If direct debit is not offered by the RIA as a method of 	4

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						payment, then this option should be deleted from the Standard Form Contract. (Post Audit Implementation Plan item 1.6)	
180	Electricity Industry Act Section 82	Code of Conduct clause 5.4	A retailer must accept payment in advance from a customer on request, in the circumstances specified.	2	5	<p>The requirement for RIA to accept payment in advance from a customer on request and the minimum amount is not stated in the SFC and is not specifically confirmed by Sunco and McGees Property.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.7) 	3
181	Electricity Industry Act Section 82	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.	2	5	<p>In March 2009, RIA issued Hardship Policy – Electricity.</p> <p>Section 7 (item 7.9) “Rights of Customers Experiencing Financial Hardship” of the Hardship Policy covers the requirement of this clause and states that each customer experiencing financial hardship will have the right to nominate to have the bill redirected at no charge to a third party or an alternative postal address.</p> <p>However, no evidence was available to Audit confirming that Sunco and McGees Property comply with this clause of the Code of Conduct in respect of all customers (whether experiencing hardship or not).</p> <p>Recommendation:</p> <p>Sunco and McGees Property to provide an annual certificate of compliance with the requirement of this clause of the Code of</p>	4

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
						<i>Conduct. (Post Audit Implementation Plan item 1.8)</i>	
182	Electricity Industry Act Section 82	Code of Conduct clause 5.6(1)	A retailer must not charge a residential customer a late payment fee in the circumstances specified.	2	5	<p>Audit sighted a letter by which RIA instructed Sunco and McGees Property to be fully conversant with the requirements and obligations of the Code of Conduct. The letter further states that parts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of the Code are particularly relevant to Sunco and McGees Property.</p> <p>However, no evidence was available to Audit confirming that Sunco and McGees Property comply with this clause of the Code of Conduct.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Sunco and McGees Property to provide an annual certificate of compliance with the requirement of this clause of the Code of Conduct. (Post Audit Implementation Plan item 1.8) 	3
183	Electricity Industry Act Section 82	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.	2	5	<p>Audit sighted a letter by which RIA instructed Sunco and McGees Property to be fully conversant with the requirements and obligations of the Code of Conduct. The letter further states that parts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of the Code are particularly relevant to Sunco and McGees Property.</p> <p>However, no evidence was available to Audit confirming how Sunco complies with this clause of the Code of Conduct.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Sunco and McGees Property to provide evidence of compliance with the requirement of this clause of the 	3

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
						<i>Code of Conduct. (Post Audit Implementation Plan item 1.8)</i>	
184	Electricity Industry Act Section 82	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.	2	5	<p>Audit sighted a letter by which RIA instructed Sunco and McGees Property to be fully conversant with the requirements and obligations of the Code of Conduct. The letter further states that parts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of the Code are particularly relevant to Sunco and McGees Property.</p> <p>However, no evidence was available to Audit confirming that Sunco and McGees Property comply with this clause of the Code of Conduct.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Sunco and McGees Property to provide evidence of compliance with the requirement of this clause of the Code of Conduct. (Post Audit Implementation Plan item 1.8) 	3
185	Electricity Industry Act Section 82	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	5	Section 11 and Section 10 of the SFC cover the requirements of this clause.	5
186	Electricity Industry Act Section 82	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	2	5	Section 11 and Section 10 of the SFC cover the requirements of this clause.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			electricity consumed at the customer's supply address in the circumstances specified.				
187	Electricity Industry Act Section 82	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	5	Section 10 of the SFC covers the requirements of this clause.	5
188	Electricity Industry Act Section 82	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	5	<p>The decision to pursue an outstanding debt is assessed on an individual basis, depending on amount, cost to recover and circumstance. This decision is made by the RIA.</p> <p>The RIA contracts out the management of properties and leases (including the electricity billing) to McGee's Property and Sunco Property (commercial and residential respectively) who also utilize debt collection agencies if required and instructed by the RIA. The RIA utilizes Dunn and Bradstreet where required.</p> <p>The RIA's Finance Section also has been provided with extracts from the ASIC's Debt Collection Guidelines (in particular pages 29-34) covering conduct towards a debtor.</p> <p>Whilst the ASIC guidelines have been specifically developed for individual debtors, all electricity bills for RIA's customers are paid by the businesses on the island.</p> <p>There are adequate procedures in place to comply with the ACCC Guidelines..</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
189	Electricity Industry Act Section 82	Code of Conduct clause 5.8(2)	A retailer must not commence proceedings for recovery of a debt in the circumstances specified.	2	5	The requirement of this clause is covered by Section 8.5 of the Financial Hardship policy that states that legal action, disconnection, additional debt recovery costs will not be instituted against customers who meet the criteria of financial hardship and continue to make payments according to an agreed schedule.	5
190	Electricity Industry Act Section 82	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	5	<p>However, no evidence was available to audit confirming that Sunco and McGees Property comply with this clause of the Code of Conduct.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Sunco and McGees Property to provide an annual certificate of compliance with the requirement of this clause of the Code of Conduct. (Post Audit Implementation Plan item 1.9) 	3
191	Electricity Industry Act Section 82	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.	2	5	Covered by Section 6 of the Financial Hardship policy that the RIA will assess the difficulties of financial hardship within 3 business days of being advised by the customer.	5
192	Electricity Industry Act Section 82	Code of Conduct clause 6.1(2)	A retailer must give reasonable consideration to the information and advice specified when undertaking an assessment	NR	5	Covered by Section 6 of the Financial Hardship policy.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			regarding payment difficulties or financial hardship.				
193	Electricity Industry Act Section 82	Code of Conduct clause 6.1(3)	A retailer must advise a residential customer on request of the details of an assessment.	2	5	<p>In March 2009, the RIA issued the Hardship Policy – Electricity.</p> <p>Section 6 (item 6.9) ‘Factors for Consideration’ of the Hardship Policy covers the requirement of this clause and states that the RIA will provide details of an assessment to the customer on request.</p> <p>In addition, the RIA also developed and implemented a Hardships Communication Register where all details of person experiencing hardship and actions taken will be recorded.</p>	5
194	Electricity Industry Act Section 82	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.	2	5	<p>In March 2009, the RIA issued the Hardship Policy – Electricity.</p> <p>Section 6 (item 6.10) “Factors for Consideration” of the Hardship Policy covers the requirement of this clause and states that the RIA will not unreasonably deny a customer's request for a temporary suspension of action if the customer has made an appointment with a relevant consumer representative organisation or financial counsellor.</p>	5
195	Electricity Industry Act Section 82	Code of Conduct clause 6.2(2)	A retailer must allow a temporary suspension of actions for a period of at least 10 days.	2	5	<p>In March 2009, the RIA issued the Hardship Policy – Electricity.</p> <p>Section 6 (item 6.10) ‘Factors for Consideration’ of the Hardship Policy covers the requirement of this clause and states that the temporary suspension of actions will be no less than 10 days and the RIA will consider a further extension if required for the customer to access a relevant consumer representative or financial counsellor.</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
196	Electricity Industry Act Section 82	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.	NR	5	Covered by Sections 6.10 and 8.3 of the Financial Hardship policy.	5
197	Electricity Industry Act Section 82	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.	2	5	Covered by Section 8.2 of the Financial Hardship policy.	5
198	Electricity Industry Act Section 82	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.	2	5	In March 2009, RIA issued Hardship Policy – Electricity. Section 7 (item 7.4) 'Rights of Customers Experiencing Financial Hardship' of the Hardship Policy covers the requirement of this clause.	5
199	Electricity Industry Act Section 82	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	2	5	Item 7.4, 8.5 and Section 8 in general of the Hardship Policy – Electricity partially covers the requirement of this clause. However, Audit noted that the Hardship Policy is silent on the need to:	3

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			residential customer experiencing payment difficulties or financial hardship.			<p>- specify that due to seasonal fluctuations in the residential customer's usage, paying in instalments may result in the residential customer being in credit or debit during the period of the plan; and</p> <p>- make provision for re-calculation of the amount of the instalments where the difference between the residential customer's estimated consumption and actual consumption may result in the residential customer being significantly in credit or debit at the end of the period of the plan.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Hardship Policy – Electricity to be updated for the requirements of clause 6.4(2)(f) and 6.4(2)(h) of the Code of Conduct. (Post Audit Implementation Plan item 1.10) 	
200	Electricity Industry Act Section 82	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.	NR	5	Covered by Section 8.9 of the Hardship Policy.	5
201	Electricity Industry Act Section 82	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	2	5	In March 2009, the RIA issued the Hardship Policy – Electricity. The Hardship Policy is compliant with the requirement of this clause.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			6.10(2)(c) and 6.10(2)(d).				
202	Electricity Industry Act Section 82	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.	NR	5	Covered by Section 8.6 of the Hardship Policy.	5
203	Electricity Industry Act Section 82	Code of Conduct clause 6.8	A retailer must advise the customer of the specified assistance information.	2	5	Covered by SFC, CSC and the Financial Hardship Policy.	5
204	Electricity Industry Act Section 82	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.	2	5	<p>The requirement to determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representative organisations is not included in the Financial Hardship policy.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Financial Hardship policy should be updated for the requirement of this clause. (Post Audit Implementation Plan item 1.11) 	3
205	Electricity	Code of	A retailer may apply different	NR	5	Ditto 204.	3

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Industry Act Section 82	Conduct clause 6.9(2)	minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers.			<i>(Post Audit Implementation Plan item 1.11)</i>	
206	Electricity Industry Act Section 82	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.	2	5	In March 2009, the RIA issued the Hardship Policy – Electricity.	5
207	Electricity Industry Act Section 82	Code of Conduct clause 6.10(2)	A retailer must ensure that the hardship policy complies with the specified criteria.	2	5	<p>The Hardship Policy – Electricity covers the requirement of this clause.</p> <p>The policy has been forwarded to the RIBC (Rottnest Island Business Committee) for consideration. The RIBC represents business on the Island and has also incorporated the consultative process previously undertaken by the now disbanded Community Consultative Committee.</p> <p>The RIBC represents all businesses that operate, or have an interest in activities on Rottnest Island. Moreover, residents on Rottnest are directly employed by representative business comprising the RIBC and the regular RIBC meetings provide a forum for consulting on the Hardship Policy.</p> <p>Contact has been made with Ms Lee Collis, training and development officer, from WACOSS in regard to appropriate training. Ms Collis is currently investigating what training options</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
						are available that would apply to RIA and will advise accordingly.	
208	Electricity Industry Act Section 82	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.	2	5	Covered by Section 16 of the SFC and Section 2.8 of the CSC.	5
209	Electricity Industry Act Section 82	Code of Conduct clause 6.10(4)	A retailer must keep a record of the specified information related to the hardship policy.	2	5	RIA developed and implemented the 'Hardship Communication Register' where details of person experiencing hardship and actions taken will be recorded.	5
210	Electricity Industry Act Section 82	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	5	The Hardship – Electricity Policy has been developed in relation to dealing with residential customers. However, Section 16 of the SFC and Section 2.8 of the CSC does not exclude business customers from special financial arrangements to assist customers experiencing financial hardship.	5
211	Electricity Industry Act Section 82	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	2	4	Section 4.6 of the CSC states that the customer will be given at least 5 business days warning before the disconnection occurs.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			a bill.				
212	Electricity Industry Act Section 82	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	3	<p>This clause relates to the limitations on disconnection for failure to pay bill, for reasons not limited to financial hardship.</p> <p>Section 6.1 item 1 "Non-payment of a bill" of the Standard Form Contract partially covers the requirements of this clause in relation when the customer has entered into an approved payment arrangement for financial hardship or where the customer has agreed to a payment plan due to payment difficulties. This is also covered by the Hardship Policy – Electricity.</p> <p>However, Audit noted that there is no confirmation from Sunco and McGees Property re the requirement for no disconnection of a customer's supply address for failure to pay bill:</p> <ul style="list-style-type: none"> - within 1 business day after the expiry of the period referred to in the disconnection warning; - if the customer has made an application for concession; - if a customer has failed to pay an amount which does not relate to supply of electricity; or - if the supply address does not relate to the bill. <p>Recommendation:</p> <ul style="list-style-type: none"> • Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.12) 	3
213	Electricity Industry Act Section	Code of Conduct clause 7.3	In relation to dual fuel contracts, a retailer must not arrange for disconnection of the customer's	2	5	There are no dual fuel contracts (electricity and gas).	5

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	82		supply address for failure to pay a bill within 15 business days from arranging for disconnection of the customer's gas supply.				
214	Electricity Industry Act Section 82	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	4	Covered by Section 4.6 of the CSC and Section 6.1 of the SFC.	5
215	Electricity Industry Act Section 82	Code of Conduct clause 7.5	A distributor who disconnects a customer's supply address for emergency reasons must provide a 24 hour emergency line and use its best endeavours to restore supply as soon as possible.	2	3	<p>Tungsten's Utilities Emergency Shutdown Customer Contact Procedure/Guidelines require Tungsten when they become aware of the requirement for an emergency shutdown to contact the Visitor Centre, RIBC and Rottneest Island residents as per the contact list.</p> <p>Also, a 24 hour emergency number has been established and responsibility assigned for emergencies to the Facilities Manager. Provision of a 24 hour emergency telephone line ensures the customer can obtain information on the nature of the emergency and the estimated time of restoration of power. The emergency number is provided in the CSC and fridge magnets displaying emergency number were distributed to all customers, including all accommodation units and residential houses.</p> <p>Also, Section 6.3 of the Standard Form Contract provides for the RIA's commitment to reconnect supply as soon as practicable once the emergency situation has been resolved.</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
216	Electricity Industry Act Section 82	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	1	Section 4.6 of the CSC covers the requirements of this clause Audit also sighted a letter with directions from RIA to the Tungsten not to disconnect a customer's supply without approval from the RIA, excepting circumstances where immediate emergency action is required to prevent damage to infrastructure or risk of injury. The letter also outlines the circumstances specified under this clause, when disconnection must not occur.	5
217	Electricity Industry Act Section 82	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	1	Section 4.6 of the CSC and Section 6.2 of the Standard Form Contract cover the requirements of this clause. Audit also sighted a letter with directions from RIA to the Tungsten not to disconnect a customer's supply without approval from the RIA's CEO, excepting circumstances where immediate emergency action is required to prevent damage to infrastructure or risk of injury. The RIA is aware of the requirement re life support as it is covered in the CSC and SFC. Any disconnection requires approval of the RIA. There have been no disconnections in the audit period.	5
218	Electricity Industry Act Section 82	Code of Conduct clause 7.7(2)	A distributor must undertake the actions specified in circumstances where the distributor has been informed by a retailer or a relevant government agency that a person residing at a customer's supply address requires life support equipment.	1	1	Audit also sighted a letter with directions from RIA to the Tungsten not to disconnect a customer's supply without approval from the RIA, excepting circumstances where immediate emergency action is required to prevent damage to infrastructure or risk of injury. However, the letter did not specifically mention circumstances where the customer is on life support. In addition, Audit sighted Tungsten File Note acknowledging requirements of this clause and noting that customers currently living on the Island work directly for the RIA or the Rottneest Island	5

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						Business Community (RIBC). The RIA has not received any advice from a medical practitioner, relevant government agency of a customer that requires life support equipment. Currently no staff or immediate staff family members living on the Island require life support.	
219	Electricity Industry Act Section 82	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	4	Covered by Section 6.3 of the SFC.	5
220	Electricity Industry Act Section 82	Code of Conduct clause 8.1(2)	A retailer must forward the request for reconnection to the relevant distributor within the timeframe specified.	2	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on Island.	N/A
221	Electricity Industry Act Section 82	Code of Conduct clause 8.2	A distributor must reconnect the customer's supply address upon the request of a retailer, within the timeframes specified.	2	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on Island.	N/A
222	Electricity Industry Act Section 82	Code of Conduct clause 8.3(1)	A distributor must create and maintain a Priority Restoration Register.	1		RIA/Tungsten have a Priority Restoration Register in place. In the event of a catastrophic electrical failure the power will be supplied in accordance with the register. There are seven distribution feeders that provide power to various areas and can be isolated	5

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						individually. The power generation system is operated by a SCADA computerised management system. This system automatically restores power to all distribution feeders in an event of power failure. The SCADA system can be manually operated in the event that insufficient power can be produced to supply all feeders. In this situation the powerhouse operator would use the restoration priority register to determine what feeders would be supplied power. Audit sighted the Priority Restoration Register.	
223	Electricity Industry Act Section 82	Code of Conduct clause 8.3(2)	The Priority Restoration Register must comply with any criteria determined by the Minister.	1		Ditto 222	5
224	Electricity Industry Act Section 82	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.	2	N/A	Only applies to a pre-payment meter customer located in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regulation Program is being implemented.	N/A
225	Electricity Industry Act Section 82	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.	2	N/A	Not applicable as per item 224.	N/A
226	Electricity Industry Act Section 82	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.	2	N/A	Not applicable as per item 224.	N/A

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227	Electricity Industry Act Section 82	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.	1	N/A	Not applicable as per item 224.	N/A
228	Electricity Industry Act Section 82	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.	1	N/A	Not applicable as per item 224.	N/A
229	Electricity Industry Act Section 82	Code of Conduct clause 9.6	A retailer must ensure that recharge facilities are located and capable of being accessed in the manner specified.	2	N/A	Not applicable as per item 224.	N/A
230	Electricity Industry Act Section 82	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.	2	N/A	Not applicable as per item 224.	N/A
231	Electricity Industry	Code of Conduct	A retailer must ensure that a pre-payment meter provides an	2	N/A	Not applicable as per item 224.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Act Section 82	clause 9.8	emergency credit amount to the value of at least ten dollars.				
232	Electricity Industry Act Section 82	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.	2	N/A	Not applicable as per item 224.	N/A
233	Electricity Industry Act Section 82	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.	NR	N/A	Not applicable as per item 224.	N/A
234	Electricity Industry Act Section 82	Code of Conduct clause 9.9(3)	The retailer must pay the amount in accordance with the pre-payment meter customer's instructions within 12 business	2	N/A	Not applicable as per item 224.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			days of receiving the instructions.				
235	Electricity Industry Act Section 82	Code of Conduct clause 9.9(4)	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.	NR	N/A	Not applicable as per item 224.	N/A
236	Electricity Industry Act Section 82	Code of Conduct clause 9.9(6)	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.	2	N/A	Not applicable as per item 224.	N/A
237	Electricity Industry Act Section 82	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.	2	N/A	Not applicable as per item 224.	N/A
238	Electricity	Code of	A retailer must give notice of any	2	4	Covered by Section 13 of the SFC that provides for advice of	5

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	Industry Act Section 82	Conduct clause 10.1(1)	variations in its tariffs to each of its customers affected by a variation, in the timeframes specified.			<p>variations to fees and charges by written notice including the date they are to take effect before the amendments occur.</p> <p>Moreover, tariffs and variations are handled through RIBC committee meetings and through the CCC (Community Consultative Committee). RIBC includes all customers of RIA.</p> <p>Confirmed by sighting the letter to the customer that customers were advised of a change in the Electricity Supply and Tariff charges on 22 May 2008 preceding the new charges taking effect on 1/7/08.</p>	
239	Electricity Industry Act Section 82	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	4	Covered by Section 15 of the SFC.	5
240	Electricity Industry Act Section 82	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	5	<p>Section 15 of the SFC does not provide any timeframe for provision of the information on tariffs that was requested by a customer. There is also no confirmation from Sunco and McGees Property that this requirement is being met.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.13) 	3
241	Electricity Industry	Code of Conduct	A retailer must, on request, give a non-contestable customer its	2	5	<p>All customers on the Island are non-contestable.</p> <p>Covered by Section 15 of the SFC.</p>	5

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	Act Section 82	clause 10.2(1)	billing data.				
242	Electricity Industry Act Section 82	Code of Conduct clause 10.2(2)	A retailer must give the requested billing data at no charge in the circumstances specified.	2	5	Section 2.1 'Billing cycles' of the CSC has been updated and is now compliant with the requirements of this clause.	5
243	Electricity Industry Act Section 82	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.	2	5	<p>Bills are issued on a monthly basis. Section 8.1 of the SFC and Section 2.1 of the CSC provide for supply of additional statements of account on request for a fee. However, Audit noted that the required timeframe for provision of additional statements of account is not stated in the SFC or confirmed by Sunco and McGees Property.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> • Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.14) 	3
244	Electricity Industry Act Section 82	Code of Conduct clause 10.2(4)	A retailer must keep a non-contestable customer's billing data for seven years.	2	5	Confirmed with the RIA & Tungsten staff that records are kept for 7 years.	5
245	Electricity Industry Act Section 82	Code of Conduct clause 10.3	A retailer must give a customer on request, at no charge, the concession information specified.	2	5	The CSC provides for concession information to be provided to customers. Section 15 'Customer Information' of the SFC does not include provision of concession information to a customer on request. There is also no confirmation from Sunco and McGees Property that this requirement is being met.	3

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						Recommendation: <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.15) 	
246	Electricity Industry Act Section 82	Code of Conduct clause 10.4	A retailer must give a customer on request, at no charge, the general energy efficiency information specified.	2	5	Covered by Section 15 of the SFC.	5
247	Electricity Industry Act Section 82	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	5	<p>Section 15 "Customer Information" of the SFC does not include provision of information relating to the distribution of electricity to a customer on request. There is also no confirmation from Sunco and McGees Property that this requirement is being met.</p> Recommendation: <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.16) 	3
248	Electricity Industry Act Section 82	Code of Conduct clause 10.6	A distributor must give a customer on request, at no charge, the specified information that is particular to a distributor.	2	5	<p>Sighted Tungsten's File Note acknowledging that on request by a customer, Tungsten will provide general information on safe use of electricity, on quality and reliability of supply.</p> <p>The general information on Quality and reliability of electricity supply 2007-2008 is published on the RIA's website.</p> <p>However, Section 15 "Customer Information" of the Standard</p>	3

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						<p>Form Contract does not include the requirements of this clause. There is also no confirmation from Sunco and McGees Property that this requirement is being met.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property.. (Post Audit Implementation Plan item 1.17) 	
249	Electricity Industry Act Section 82	Code of Conduct clause 10.7(1)	A distributor must, on request, give a customer its consumption data.	2	5	Covered by Section 2.1 of the CSC.	5
250	Electricity Industry Act Section 82	Code of Conduct clause 10.7(2)	A distributor must give a customer the requested consumption data at no charge in the circumstances specified.	2	5	Section 2.1 of the CSC has been updated and is now compliant with the requirements of this clause.	5
251	Electricity Industry Act Section 82	Code of Conduct clause 10.7(3)	A distributor must give a customer the requested consumption data within 10 business days of the receipt of the request or payment of the distributor's reasonable charge for providing the consumption data.	2	5	<p>Section 2.1 of the CSC does not provide any timeframe for provision of requested consumption data. There is also no confirmation from Sunco and McGees Property that this requirement is being met.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Include this requirement in an annual compliance certificate from Sunco and McGees Property. (Post Audit Implementation Plan item 1.18) 	3

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252	Electricity Industry Act Section 82	Code of Conduct clause 10.7(4)	A distributor must keep a customer's consumption data for seven years.	2	5	Confirmed with the RIA & Tungsten staff that records are kept for 7 years.	5
253	Electricity Industry Act Section 82	Code of Conduct clause 10.8(1)	A distributor must, on request, tell a customer how the customer can obtain information on distribution standards and metering arrangements that are relevant to the customer.	2	5	Covered by SFC and CSC.	5
254	Electricity Industry Act Section 82	Code of Conduct clause 10.8(2)	A distributor must tell a customer on request how the customer can obtain information on distribution standards and metering arrangements. This information (ie how to request the information) must be published on its website.	2	3	The RIA's website provides information on the contact details to obtain this information, including the registered metering installation provider.	5
255	Electricity Industry Act Section 82	Code of Conduct clause 10.9	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	NR	5	Documentation viewed by the audit appears to be expressed in clear, simple, and concise language and is in a format that makes it easy to understand.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			makes it easy to understand.				
256	Electricity Industry Act Section 82	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	5	Covered by Section 15 of the SFC.	5
257	Electricity Industry Act Section 82	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	5	An electronic copy of the Code of Conduct is now available on the RIA website.	5
258	Electricity Industry Act Section 82	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	5	Confirmed with the RIA's and Tungsten's staff that a copy of the Code of Conduct is available for inspection, at no charge, at their office. Covered by the CSC.	5
259	Electricity Industry Act Section 82	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	5	Covered by Section 1.7 of the CSC.	5
260	Electricity Industry Act Section 82	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	2	5	The RIA has outsourced billing to Sunco and McGees. Confirmed by sighting information on the telephone number for special information services and for independent multi-lingual services included in the CSC and on bills and on reminder notices for overdue payments.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			specified.			Handling of disconnections is a little different than other providers. No power can be disconnected unless approved by the CEO. All customers are business (the business pay for the electricity of its residential workers). Given the important contribution business make to the visitor experience and the small community setup on the island, it is very unlikely a disconnection would occur. The FOU Contract Manager wasn't aware of any previous disconnection occurring in the past. As a result there is not a template for a disconnection notice. This would be addressed on a case by case basis with direct intervention from the CEO.	
261	Electricity Industry Act Section 82	Code of Conduct clause 10.12(1)	A distributor must advise a customer, at no charge, of the availability of different types of meters.	2	5	Audit sighted the Tungsten's Meter Installation and Calibration Work Procedure and confirmed that the procedure includes the requirement to advise the customer of the availability of different types of meters and that this can be assessed on a case by case basis. This decision will be based on the customer's specific requirements otherwise the standard type of meter currently used will be installed.	5
262	Electricity Industry Act Section 82	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	5	Audit sighted the Tungsten's Meter Installation and Calibration Work Procedure and confirmed that the procedure includes the requirement to advise the customer of the availability of different types of meters and that this can be assessed on a case by case basis. This decision will be based on the customer's specific requirements otherwise the standard type of meter currently used will be installed.	5
263	Electricity Industry Act Section	Code of Conduct clause	A retailer and distributor must produce and publish a Customer	2	3	The Authority approved Customer Service Charter 2005 is available on the RIA website.	5

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	82	11.1(1) Integrated Regional Licence condition 15.1	Service Charter.			The revised Charter approved on 17 June 2009 will be loaded on the RIA website.	
264	Electricity Industry Act Section 82	Code of Conduct clause 11.1(2)	A retailer and distributor must address the specified information in their Customer Service Charters.	2	3	The CSC has been amended and all matters required under this clause are now included in the charter.	5
265	Electricity Industry Act Section 82	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	5	Covered by Section 15 of the SFC.	5
266	Electricity Industry Act Section 82	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	5	Ditto 265.	5
267	Electricity Industry Act Section 82	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	3	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with this clause of the Code of Conduct.	5
268	Electricity	Code of	A retailer and distributor must	2	3	Audit sighted Tungsten's Electrical Customer Complaints	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Industry Act Section 82	Conduct clause 12.1(2)	develop, maintain and implement a complaints handling process that meets the specified requirements.			Procedure and confirmed compliance with this clause of the Code of Conduct. The Customer Feedback Form can be accessed on the RIA website.	
269	Electricity Industry Act Section 82	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	4	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with this clause of the Code of Conduct. Covered by Section 3.4.2 of the CSC and Section 17 of the SFC.	5
270	Electricity Industry Act Section 82	Code of Conduct clause 12.2	A retailer must comply with any guideline developed by the Authority relating to distinguishing customer queries from customer complaints.	2	3	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with this clause of the Code of Conduct. Covered by Section 3.4.2 of the CSC and Section 17 of the SFC.	5
271	Electricity Industry Act Section 82	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	5	Covered by Section 3.4.2 of the CSC and Section 17 of the SFC.	5
272	Electricity Industry Act Section 82	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	2	N/A	Not relevant to RIA. RIA holds an Integrated Regional Licence therefore would receive and respond to all complaints & feedback and not deal with other entities.	N/A

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			customer of the referral.				
273	Electricity Industry Act Section 82	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	5	Confirmed with the RIA's and Tungsten's staff that all non financial records are kept for a period of three years; financial records are kept for seven years.	5
274	Electricity Industry Act Section 82	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	5	Confirmed with the RIA's staff that all records are kept of customer accounts and charges. Sighted the RIA's Code of Conduct Report for the period of 1 July 2007 to 30 June 2008.	5
275	Electricity Industry Act Section 82	Code of Conduct clause 13.3(1)	A retailer must keep a record of the customer complaint indicators specified.	2	5	A system for registering complaints is in place. No complaints were received as per the RIA's Code of Conduct Report for the period of 1 July 2007 to 30 June 2008.	5
276	Electricity Industry Act Section 82	Code of Conduct clause 13.3(2)	A retailer must keep a copy of each complaint referred to in clause 13.3(1) (including complaints made directly to a marketer).	2	5	Ditto 275.	5
277	Electricity Industry Act Section	Code of Conduct clause 13.4	A retailer must keep a record of the total number of payments and data on the average amount	2	5	The FOU Meeting Agenda has been amended to include any compensation payments made to customers. To date no compensation payments have been made.	5

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	82		of payments made under the compensation indicators specified.			Sighted the RIA's Code of Conduct Report for the period of 1 July 2007 to 30 June 2008.	
278	Electricity Industry Act Section 82	Code of Conduct clause 13.5	A retailer must keep a record of the call centre performance indicators specified.	2	5	This obligation only applies in circumstances where the licensee operates a call centre. As RIA does not operate a call centre for its retail or distribution business, this obligation does not apply.	N/A
279	Electricity Industry Act Section 82	Code of Conduct clause 13.6	A retailer must keep a record of the total number of residential and business accounts specified.	2	5	Confirmed that records of the total number of residential and business accounts are being kept. Sighted the RIA's Code of Conduct Report for the period of 1 July 2007 to 30 June 2008.	5
280	Electricity Industry Act Section 82	Code of Conduct clause 13.7	A retailer must keep a record of the number of pre-payment meter customers and complaints information specified.	2	N/A	Only applies to a pre-payment meter customer located in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regulation Program is being implemented.	N/A
281	Electricity Industry Act Section 82	Code of Conduct clause 13.8	A distributor must keep a record of the total number of connections provided and connections not provided on or before the agreed date.	2	5	Confirmed that records of the total number of connections provided and connections not provided on or before the agreed date are being kept. Sighted the RIA's Code of Conduct Report for the period of 1 July 2007 to 30 June 2008.	5
282	Electricity Industry Act Section 82	Code of Conduct clause 13.9	A distributor must keep a record of the street light faults and repair indicators specified.	2	2	Confirmed with Tungsten that a record of street light faults and repairs is kept. Sighted the RIA's Code of Conduct Report for the period of 1 July 2007 to 30 June 2008.	5

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283	Electricity Industry Act Section 82	Code of Conduct clause 13.10(1)	A distributor must keep a record of the customer complaint indicators specified.	2	5	Ditto 275.	5
284	Electricity Industry Act Section 82	Code of Conduct clause 13.10(2)	A distributor must keep a copy of each customer complaint referred to in clause 13.10(1).	2	5	Ditto 275.	5
285	Electricity Industry Act Section 82	Code of Conduct clause 13.11	A distributor must keep a record of the total number of compensation payments made under clause 14.4.	2	5	The FOU Meeting Agenda has been amended to include any compensation payments made to customers. To date no compensation payments have been made. Sighted the RIA's Code of Conduct Report for the period of 1 July 2007 to 30 June 2008.	5
286	Electricity Industry Act Section 82	Code of Conduct clause 13.12	A distributor must keep a record of the call centre performance indicators specified.	2	5	This obligation only applies in circumstances where the licensee operates a call centre. As RIA does not operate a call centre for it's retail or distribution business, this obligation does not apply.	N/A
287	Electricity Industry Act Section 82	Code of Conduct clause 13.13	A distributor must keep a record of the number of complaints relating to the installation and operation of a pre-payment meter at a pre-payment meter customer's supply address and the complaints information specified.	2	N/A	Only applies to a pre-payment meter customer located in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regulation Program is being implemented.	N/A

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288	Electricity Industry Act Section 82	Code of Conduct clause 13.14	A distributor must keep a record of the total number of customers who are connected to its network.	2	5	Confirmed that records of the total number of customers who are connected to the RIA's network are being kept. Sighted the RIA's Code of Conduct Report for the period of 1 July 2007 to 30 June 2008.	5
289	Electricity Industry Act Section 82	Code of Conduct clause 13.15(1)	A retailer and a distributor must prepare a report setting out the information required by Part 13 of the Code of Conduct, in respect of each year ending on 30 June. The report must be published no later than the following 1 October.	2	5	<p>The audit noted that the RIA has prepared a Code of Conduct Report for the period 1 July 2007 to 30 June 2008.</p> <p>However, the audit noted that the report was published on the RIA website on 2/10/2008, therefore 1 day later than required by the Code. This was due to the technical difficulties uploading the document, however these problems were resolved and the report was published on 2 October 2008.</p> <p>Audit sighted the RIA's Electricity Compliance Spreadsheet with the Code of Conduct Report due dates included as part of the schedule of events to ensure regulatory timeframes are met.</p> <p>Under the FOU Agreement, Tungsten is responsible for ensuring the RIA is compliant with all its electricity licence and reporting requirements. The License and Permit Register has been amended to include all reporting requirements and is reviewed weekly at the FOU meeting. However, the requirement that the reports must be published not later than the following 1 October on the RIA website is not included in the register.</p> <p>Recommendations:</p> <ul style="list-style-type: none"> RIA to ensure that all future Code of Conduct Reports are published on the RIA website within the regulatory timeframes 	3

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
						<p>required.</p> <ul style="list-style-type: none"> Tungsten's License and Permit Register should be updated for the requirement that the report must be published not later than the following 1 October on the RIA website. (<i>Post Audit Implementation Plan item 1.19</i>) 	
290	Electricity Industry Act Section 82	Code of Conduct clause 13.15(2)	A copy of each report must be given to the Minister and the Authority not less than 7 days before it is published.	2	5	A copy of the report was provided to the Authority on 23 September 2008 and to the Minister on 24 September 2008.	5
291	Electricity Industry Act Section 82	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	5	<p>Section 4.6 Disconnection' of the CSC now provides for a payment of \$50 per day for the period that the customer remains disconnected up to maximum of \$250.</p> <p>Audit confirmed with the FOU Contract Manager that no compensation payment was made during the audit period.</p>	5
292	Electricity Industry Act Section 82	Code of Conduct clause 14.1(2)	A distributor must compensate a retailer for the payment if a retailer is liable to and makes a payment due to an act or omission of the distributor.	2	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
293	Electricity Industry Act Section 82	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	2	5	Section 4.6 Disconnection' of the CSC now states that if RIA do not follow required procedures prior to disconnecting the customer for failure to pay a bill, the customer may be eligible to apply for a service standard payment. Section 4.6 of the CSC further provides for a payment of \$50 per day for the period that	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			and an exception to payment does not apply.			the customer remains disconnected up to maximum of \$250. Audit confirmed with the FOU Contract Manager that no compensation payment was made during the audit period.	
294	Electricity Industry Act Section 82	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	5	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with the timeframes prescribed by this clause of the Code of Conduct. Section 3.4.2 "Complaints Procedure" of the CSC also complies with the prescribed timeframes.	5
295	Electricity Industry Act Section 82	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	5	Section 3.4.2 "Complaints Procedure" of the CSC provides for payment of \$20, on request, if RIA fails to acknowledge or respond to complaint or query within the timeframes prescribed by the Code of Conduct.	5
296	Electricity Industry Act Section 82	Code of Conduct clause 14.4(1)	A distributor must acknowledge and respond to a written query or complaint by a customer within the timeframes prescribed.	2	5	Audit sighted Tungsten's Electrical Customer Complaints Procedure and confirmed compliance with the timeframes prescribed by this clause of the Code of Conduct. Section 3.4.2 "Complaints Procedure" of the CSC also complies with the prescribed timeframes.	5
297	Electricity Industry Act Section	Code of Conduct clause	A distributor must pay the stated compensation to a customer where the distributor has failed to	2	5	Section 3.4.2 "Complaints Procedure" of the CSC also complies with the prescribed timeframes. Audit confirmed with the FOU Contract Manager that no	5

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	82	14.4(2)	acknowledge or respond to a query or complaint within the timeframes prescribed and an exception to payment does not apply.			compensation payment was made during the audit period.	
298	Electricity Industry Act Section 82	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	5	Sections 3.4.2 of the CSC covers the requirement to make a compensation payment if service standards are not met and Section 4.6 covers payments re disconnection of service. Audit confirmed with the FOU Contract Manager that no compensation payment was made during the audit period.	5
299	Electricity Industry Act Section 82	Code of Conduct clause 14.6(2)	A distributor who is required to make a compensation payment for failing to satisfy a service standard, must do so in the manner specified.	2	5	Sections 3.4.2 of the CSC covers the requirement to make a compensation payment if service standards are not met and Section 4.6 covers payments re disconnection of service. Audit confirmed with the FOU Contract Manager that no compensation payment was made during the audit period.	5
ELECTRICITY INDUSTRY METERING CODE – LICENCE CONDITIONS AND OBLIGATIONS							
300	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 2.2(1)(a)	A network operator must treat all Code participants that are its associates on an arms-length basis.	NR	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
301	Integrated	Electricity	A network operator must ensure	2	N/A	RIA has an Integrated Regional Licence on Island. There is no	N/A

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	Regional Licence condition 5.1	Industry Metering Code clause 2.2(1)(b)	that no Code participant that is its associate receives a benefit in respect of the Code unless the benefit is attributable to an arm's length application of the Code or is also made available to all other Code participants on the same terms and conditions.			other supplier on the island.	
302	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.1	A network operator must ensure that its meters meet the requirements specified in the applicable metrology procedure and also comply with any applicable specifications or guidelines (including any transitional arrangements) specified by the National Measurement Institute under the National Measurement Act.	2	5	<p>The RIA Meter Data Base was established and verification of all meters completed.</p> <p>Tungsten's Meter Installation and Calibration Work Procedure is in place.</p> <p>The procedure requires all new kWh meters to be installed in accordance with the Electricity Industry Metering Code 2005 and must comply with the metrology procedure and national measurement act.</p> <p>In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.</p> <p>Audit sighted the 'Rottneest Island Energy Meter Testing – Interim Report to September 2008' from Western Power detailing the results on testing of energy meters removed from various premises on Rottneest Island. The report covers the period of</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
						<p>testing from August 2008 to September 2008. Report indicates that the meters tested complied with the requirement of Western Power's Metering Management Plan and AS 1283.13 in terms of accuracy and performance characteristics.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing record of all 39 meters selected for testing during 2008.</p>	
303	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.2(1)	An accumulation meter must at least conform to the requirements specified in the applicable metrology procedure and display, or permit access to a display of, the accumulated electricity production or consumption at the metering point in the manner prescribed.	2	5	<p>RIA Meter Data Base was established and verification of all meters completed.</p> <p>Tungsten's Meter Readings – Monthly Work Procedure is in place.</p> <p>In accordance with the Tungsten's Meter Installation and Calibration Work Procedure meters are tested regularly, taken off and physically tested.</p> <p>As mentioned in item 302, all meters tested by Western Power complied with the requirement of Western Power's Metering Management Plan and AS 1283.13 in terms of accuracy and performance characteristics.</p>	5
304	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.3(1)	An interval meter must at least have an interface to allow the interval energy data to be downloaded in the manner prescribed using an interface compatible with the requirements specified in the applicable	2	N/A	Downloadable meters are not in use. Meters that are in use are physically read, data is not downloaded.	N/A

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			metrology procedure.				
305	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.3(3)	If a metering installation is required to include a communications link, the link must (where necessary), include a modem and isolation device approved under the relevant telecommunications regulations, to allow the interval energy data to be downloaded in the manner prescribed.	2	N/A	RIA customers' meters do not require a communication link.	N/A
306	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.5(1) and (2)	A network operator must ensure that there is a metering installation at every connection point on its network which is not a Type 7 connection point. Unless it is a Type 7 metering installation, the metering installation must meet the functionality requirements prescribed.	2	5	The RIA Meter Data Base was established and verification of all meters completed. RIA has meters at every connection point.	5
307	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.5(3)	A network operator must, for each metering installation on its network, on and from the time of its connection to the network, provide, install, operate and maintain the metering installation	2	3	The RIA Meter Data Base was established and verification of all meters completed. Tungsten's Meter Installation and Calibration Work Procedure is in place. In accordance with the procedure, a percentage of electricity	5

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			in the manner prescribed (unless otherwise agreed).			meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten system.	
308	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.5(4)	A network operator must ensure that, except for a Type 7 metering installation, the metering point for a revenue metering installation is located as close as practicable to the connection point in accordance with good electricity industry practice.	2	5	Tungsten's Meter Installation and Calibration Work Procedure requires all new kWh meters to be installed in accordance with the Electricity Industry Metering Code 2005 and must comply with the metrology procedure and national measurement act. The location of meters is recorded in the RIA Meter Database.	5
309	Integrated Regional Licence condition 5.1	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	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
310	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.5(9)	If a network operator becomes aware that a metering installation does not comply with the Code, the network operator must advise affected parties of the	2	5	The RIA Meter Data Base was established and verification of all meters completed. Tungsten's Meter Installation and Calibration Work Procedure is in place.	5

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			non-compliance and arrange for the non-compliance to be corrected as soon as practicable.			In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.	
311	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.7	All devices that may be connected to a telecommunications network must be compatible with the telecommunications network and comply with all applicable State and Commonwealth enactments.	2	N/A	RIA customers' meters do not require a communication link.	N/A
312	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.8	A network operator must, for each metering installation on its network, ensure that the metering installation is secured by means of devices or methods which, to the standard of good electricity industry practice, hinder unauthorized access and enable unauthorized access to be detected.	2	5	Electronic data is not downloaded remotely at Rottneest Island. All readings are done manually and data is stored on the Tungsten Network.	5
313	Integrated Regional Licence condition	Electricity Industry Metering Code clause	Each metering installation must meet at least the requirements for that type of metering installation specified in Table 3 in	2	5	In accordance with the Tungsten's Meter Installation and Calibration Work Procedure, a percentage of electrical meters are removed each year for testing as per the Electricity Industry	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	3.9(3)	Appendix 1 of the Code.			<p>Metering Code 2005 and sent to Western Power for calibration.</p> <p>Audit sighted the "Rottnest Island Energy Meter Testing – Interim Report to September 2008" from Western Power detailing the results on testing of energy meters removed from various premises on Rottnest Island. The report covers the period of testing from August 2008 to September 2008. The report indicates that the meters tested complied with the requirement of Western Power's Metering Management Plan and AS 1283.13 in terms of accuracy and performance characteristics.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing a record of all 39 meters selected for testing during 2008.</p>	
314	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.9(7)	For a metering installation used to supply a customer with requirements above 1000 volts that require a VT and whose annual consumption is below 750MWh, the metering installation must meet the relevant accuracy requirements of Type 3 metering installation for active energy only.	2	N/A	There are no customers in this category.	N/A
315	Integrated Regional Licence condition	Electricity Industry Metering Code clause	If compensation is carried out within the meter then the resultant metering system error must be as close as practicable	2	5	As per item 361, all meters tested by Western Power complied with the requirement of Western Power's Metering Management Plan and AS 1283.13 in terms of accuracy and performance characteristics.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	3.9(9)	to zero.			As advised by the FOU Contract Manager, the RIA would replace the meter entirely with a new one and in accordance with the CSC refund the fee applicable for meter testing to the customer and adjust customer's consumption charges.	
316	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.10	A network operator must ensure that any programmable settings within any of its metering installations, data loggers or peripheral devices, that may affect the resolution of displayed or stored data, meet the relevant requirements specified in the applicable metrology procedure and comply with any applicable specifications or guidelines specified by the National Measurement Institute under the National Measurement Act.	2	N/A	RIA's metering installations do not have programmable settings.	N/A
317	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.11(1)	A network operator must ensure that a metering installation on its network permits collection of data within the timeframes and to the level of availability specified.	2	5	Tungsten confirmed that metering installations provide 100% level of availability.	5
318	Integrated Regional Licence condition	Electricity Industry Metering Code clause	A network operator must make repairs to the metering installation in accordance with the applicable service level	2	5	The FOU Agreement is in place to install and maintain metering installations to the requirements of the Licence.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	3.11(2)	agreement if an outage or malfunction occurs to a metering installation.				
319	Integrated Regional Licence condition 5.1	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	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
320	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.12(1)	A network operator must ensure that each metering installation complies with, at least, the prescribed design requirements.	2	5	The FOU Agreement is in place to install and maintain metering installations to the requirements of the Licence. Tungsten confirmed that each metering installation complies with the prescribed design requirements. Tungsten's "Meter Installation and Calibration" work procedure states that all new installations must be in accordance with the Electricity Industry Metering Code 2005.	5
321	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.12(2)	A network operator must ensure that instrument transformers in its metering installations comply with the relevant requirements of any applicable specifications or guidelines (including any transitional arrangements) specified by the National Measurement Institute under the National Measurement Act and	2	5	Ditto 320.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			any requirements specified in the applicable metrology procedure.				
322	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.12(3)	A network operator must provide isolation facilities, to the standard of good electricity industry practice, to facilitate testing and calibration of the metering installation.	2	5	Ditto 320.	5
323	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.12(4)	A network operator must maintain drawings and supporting information, to the standard of good electricity industry practice, detailing the metering installation for maintenance and auditing purposes.	2	5	Tungsten maintains the CAD drawings in the "Cable Layout: Master File" and a register of all power assets is contained in the Tungsten asset register and the asset management system (Navision). In addition, Tungsten has developed a process of review of all CAD drawings of cable layouts concerning the Rottneest Island power utilities and documented the process in the 'Review of CAD Drawings' procedure.	5
324	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.13(1)	A network operator must procure the user or the user's customer to install (or arrange for the installation of) a full check metering installation or partial check metering installation in accordance with the prescribed requirements.	2	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
325	Integrated	Electricity	A partial check metering	2	N/A	TG confirmed that no partial check metering installations are	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Regional Licence condition 5.1	Industry Metering Code clause 3.13(c)	installation must be physically arranged in a manner determined by the network operator, acting in accordance with good electricity industry practice.			present.	
326	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.13(4)	A check metering installation for a metering point must not exceed twice the error level permitted under clause 3.9 for the revenue metering installation for the metering point, and must be connected in such a way that it measures the same load conditions as the revenue metering installation for the metering point, and must be otherwise consistent with the prescribed requirements.	2	N/A	Tungsten confirmed that no partial check metering installations are present.	N/A
327	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.14(3)	If, under clause 3.14(2) of the Code, a metering installation uses metering class CTs and VTs that do not comply with the prescribed requirements, then the network operator must either (or both) install meters of higher class accuracy or apply accuracy	2	5	<p>The RIA Meter Data Base was established and verification of all meters completed.</p> <p>Tungsten's Meter Installation and Calibration Work Procedure is in place.</p> <p>Procedure requires all new kWh meters to be installed in accordance with the Electricity Industry Metering Code 2005 and must comply with the metrology procedure and National</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			calibration factors within the meter in order to achieve the overall accuracy requirements prescribed.			<p>Measurement Act.</p> <p>In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing a record of all 39 meters selected for testing during 2008. All meters tested complied with the requirements.</p>	
328	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.16(1)	A network operator must ensure that a Type 1 metering installation to Type 5 metering installation on the network has the facilities and functionality prescribed.	2	5	Ditto 327.	5
329	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.16(2)	A network operator must ensure that a Type 1 metering installation to Type 4 metering installation on the network includes a communications link.	2	5	RIA customers' meters do not require a communication link.	N/A
330	Integrated Regional Licence condition	Electricity Industry Metering Code clause	If a device is used as a data logger, the energy data for a metering point on the network must be collated in trading	2	5	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	3.16(3)	intervals within the metering installation unless it has been agreed between the network operator and the Code participant that energy data may be recorded in sub-multiples of a trading interval.				
331	Integrated Regional Licence condition 5.1	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 of the matters in the metrology procedure dealt with under clause 3.16(4) of the Code.	2	5	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
332	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.16(6)	A network operator may only impose a charge for the matters dealt with in the metrology procedure in accordance with the applicable service level agreement between it and the user.	2	5	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
333	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.18(1)	If the Electricity Retail Corporation supplies electricity to a contestable customer at a connection point under a non-regulated contract, and in	2	5	All customers on the Island are non-contestable.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			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.				
334	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.20(1)	A network operator must, if reasonably requested by a Code participant, provide enhanced technology features in a metering installation.	2	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
335	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.20(3)	A network operator may only impose a charge for the provision of metering installations with enhanced technology features in accordance with the applicable service level agreement between it and the user.	2	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A
336	Integrated Regional Licence	Electricity Industry Metering	Meters containing an internal real time clock must maintain time accuracy as prescribed.	2	3	The RIA Meter Data Base was established and verification of all meters completed.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	condition 5.1	Code clause 3.21(1)	Time drift must be measured over a period of 1 month.			<p>Tungsten's Meter Installation and Calibration Work Procedure is in place.</p> <p>The procedure requires all new kWh meters to be installed in accordance with the electricity industry metering code 2005 and must comply with the metrology procedure and National Measurement Act.</p> <p>In accordance with the procedure, a percentage of electricity meters are removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is sent to Western Power for calibration in accordance with the Code. The meter results are updated in the KWH meter calibration data base and copies of the certificates are kept on the Tungsten public drive.</p> <p>Audit also sighted the 'the Authority AUDIT kWh Meter Calibration History 2008' providing a record of all 39 meters selected for testing during 2008. All meters tested complied with the requirements. Time drift has not been measured as the meter internal real time clock function is not used.</p>	
337	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.21(2)	If a metering installation includes measurement elements and an internal data logger at the same site, it must include facilities on site for storing the interval energy data for the periods prescribed.	2	3	Customers' meters do not require communication links. In accordance with the Tungsten's 'Meter Readings – Monthly' work procedure, meter readings are entered on the spreadsheet on the spreadsheet located in the Public Drive/Utilities/Power Gen/Monthly Readings. Confirmed with Tungsten that interval energy data is being stored for the periods prescribed.	5
338	Integrated	Electricity	A network operator providing one	2	3	The majority of meters on the island are older types with only a	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Regional Licence condition 5.1	Industry Metering Code clause 3.22	or more metering installations with enhanced technology features must be licensed to use and access the metering software applicable to all devices being installed and be able to program the devices and set parameters.			few newer digital accumulation meters that have enhanced technology features. The advanced technology functions available on these meters are not used by Tungsten, essentially because this would require Tungsten to manually integrate two systems of reading meters (by computer download for the new ones and manual readings for the old ones). Given that most are the older type and that all meters are physically read each month, the software for the advanced meters is neither available nor used by the meter readers. Tungsten is aware that, should the advanced technology functions be used in the future, a software licence would be required. RIA's metering installations do not have programmable settings.	
339	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.23(a)	Where signals are provided from the meter for the user or the user's customer use, a network operator must ensure that signals are isolated by relays or electronic buffers to prevent accidental or malicious damage to the meter.	2	N/A	Customers' meters do not require communication links.	N/A
340	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.23(b)	Where signals are provided from the meter for the user or the user's customer use, a network operator must provide the user or the user's customer with sufficient details of the signal specification to enable	2	N/A	Customers' meters do not require communication links.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			compliance with clause 3.23(c) of the Code.				
341	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.25	A network operator that operates and maintains a pre-payment meter on its network must operate and maintain the pre-payment meter in accordance with good electricity industry practice and, as far as reasonably practicable, minimise any departure from what the requirements of the Code would have been in respect of the pre-payment meter if clause 3.24 were deleted.	2	N/A	Not in use by RIA.	N/A
342	Integrated Regional Licence condition 5.1	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	5	Tungsten is a registered metering installation provider - Tungsten Group Pty Ltd Licence number EC 8521.	5
343	Integrated Regional Licence condition	Electricity Industry Metering Code clause	A network operator must publish a list of registered metering installation providers, including the prescribed details, and at	2	5	Tungsten is the only registered metering installation provider that RIA uses. Audit sighted RIA's website and confirmed that Tungsten's name	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	3.29	least annually, update the list.			and licence number is published on the website.	
344	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.1(1)	A network operator must establish, maintain and administer a metering database containing standing data and energy data for each metering point on its network.	2	3	The RIA Meter Data Base was improved to cater for different requirements of the Code.	5
345	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.1(2)	A network operator must ensure that its metering database and associated links, circuits, information storage and processing systems are secured by means of devices or methods which, to the standard of good electricity industry practice, hinder unauthorized access and enable unauthorized access to be detected.	2	4	The Metering Database and Metering Installation is maintained independently by Programmed Maintenance Group (PMG). PMG's Operations Support Manager confirmed that they meet industry standards in password length and complexity i.e. password must be a minimum of 8 characters in length, password expires every 60 days and must be reset and password must be alpha-numeric. A firewall is present at every single point of entry into PMG's network to prevent unauthorised access which is monitored continuously.	5
346	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.1(3)	A network operator must prepare, and if applicable, must implement a disaster recovery plan to ensure that it is able, within 2 business days after the day of any disaster, to rebuild the metering database and provide energy data to Code participants.	2	3	PMG has a Disaster Recovery Framework in place to be used for all PMG Information Technology Disaster Recovery Plans. All energy data are stored on P drive in Perth. All data repositories/information stores are backed up daily to one of two data centres. Each data centre synchronises with the Disaster Recovery (DR) site. Each DR site is backed up nightly to tape and then sent off-site using a 3 rd party data storage provider. All energy data could be recreated within 2 business days after the day of any disaster.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
347	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.2(1)	A network operator must ensure that its registry complies with the Code and the prescribed clause of the market rules.	2	5	RIA Meter Data Base was established and verification of all meters completed. Tungsten put in place a Standing Data Items Compliance Review procedure in order to ensure compliance with this clause of the Metering Code. According to the procedure, on the 1 st March each year the data base will be reviewed to ensure compliance with the Electricity Metering Code clause. The table 2 in clause 4.3(1) of the Metering Code is used as a checklist to ensure compliance.	5
348	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.3(1)	The standing data for a metering point must comprise at least the items specified.	2	5	Tungsten put in place a Standing Data Items Compliance Review procedure in order to ensure compliance with this clause of the Metering Code. According to the procedure, on the 1 st March each year the data base will be reviewed to ensure compliance with the Electricity Metering Code clause. The table 2 in clause 4.3(1) of the Metering Code is used as a checklist to ensure compliance.	5
349	Integrated Regional Licence condition 5.1	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.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
350	Integrated Regional	Electricity Industry	A Code participant must not knowingly permit the registry to	NR	3	The RIA Meter Data Base was established and verification of all meters completed.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Licence condition 5.1	Metering Code clause 4.5(1)	be materially inaccurate.			Tungsten put in place a Standing Data Items Compliance Review procedure in order to ensure compliance with this clause of the Metering Code. According to the procedure, on the 1 st March each year the data base will be reviewed to ensure compliance with the Electricity Metering Code clause. The table 2 in clause 4.3(1) of the Metering Code is used as a checklist to ensure compliance.	
352	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.6(1)	If a network operator is notified of a change to or inaccuracy in an item of standing data by a Code participant which is the designated source for the item of standing data, then the network operator must update the registry.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
353	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.6(2)	If a network operator is notified of a change to or inaccuracy in an item of standing data by a Code participant which is not the designated source for the item of standing data, or otherwise becomes aware of a change to or inaccuracy in an item of standing data, then the network operator must undertake investigations to the standard of good electricity industry practice	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			to determine whether the registry should be updated, and update the registry as required.				
354	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.7	A network operator must notify any affected user for a metering point of the updated standing data within the timeframes prescribed, where that user would otherwise be entitled to the updated standing data.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
355	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.8(3)	A network operator must allow a user who supplies, purchases or generates electricity to have local and (where a suitable communications link is installed) remote access to the energy data for metering points at its associated connection points, using a 'read only' password provided by the network operator.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
356	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.8(4)	A network operator must have security devices and methods in place that ensure that energy data held in its metering installation and data held in its metering database is secured	2	5	The Metering Database and Metering Installation is maintained independently by Programmed Maintenance Group (PMG). PMG's Operations Support Manager confirmed that they meet industry standards in password length and complexity i.e. password must be a minimum of 8 characters in length, password expires every 60 days and must be reset and password must be	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			from unauthorized local or remote access, in the manner prescribed, sufficient to the standard of good electricity industry practice.			alpha-numeric. A firewall is present at every single point of entry into PMG's network to prevent unauthorised access which is monitored continuously.	
357	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.8(5)	A network operator must ensure that electronic passwords and other electronic security controls are secured from unauthorized access and are only issued to authorized personnel.	2	5	<p>Confirmation was provided by the PMG's Operations Support Manager regarding password length and complexity.</p> <p>However, no evidence was provided of access to the metering database being issued to the authorised personnel only and that there is a formal procedure in place for authorising new user's accounts and deactivating of user account once the user's access is no longer required e.g. staff resignation.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Tungsten to provide evidence of access to the metering database being issued to the authorised personnel only and that there is a formal procedure in place for authorising new user's accounts and deactivating of user account once the user's access is no longer required e.g. staff resignation. (Post Audit Implementation Plan item 1.20). 	3
358	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.9	A network operator must retain energy data in its metering database for each metering point on its network for at least the periods, and with the level of accessibility, prescribed.	2	5	<p>Tungsten has been the facilities manager on Rottneest Island since September 2007. It has records that date back to 21 June 2006, the start of the Integrated Regional Licence for the Island.</p> <p>Energy records are accessible on Tungsten's metering database.</p>	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
359	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.1 (1)	A network operator must use all reasonable endeavours to accommodate another Code participant's requirement to obtain a metering service and requirements in connection with the negotiation of a service level agreement.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
360	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.1(2)	A network operator must expeditiously and diligently process all requests for a service level agreement and negotiate its terms in good faith. A network operator must, to the extent reasonably practicable in accordance with good electricity industry practice, permit a Code participant to acquire a metering service containing only those elements of the metering service which the Code participant wishes to acquire.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
361	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.3	A network operator must, for each metering point on its network, obtain energy data from the metering installation and transfer the energy data into its	2	3	The Meter Readings – Monthly work procedure requires that all meters are read monthly. The meter reading is marked down on the manual data entry sheet first and then entered into the metering database. The Tungsten Contract Manager advised that the energy data is transferred into the metering database	3

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			metering database within the timeframes prescribed.			<p>promptly the same day of the meter reading.</p> <p>However, Audit noted that the work procedure does not specify the prescribed timeframe for transfer of the energy data into its metering database i.e. no later than 2 business days after the date for a scheduled meter reading for the metering point within or such other time as is specified in applicable service level agreement.</p> <p>Recommendations:</p> <ul style="list-style-type: none"> Update the 'Meter Readings – Monthly' work procedure for the prescribed timeframe for transfer of the energy data into its metering database. (Post Audit Implementation Plan item 1.21) 	
362	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.4(1)	A network operator must, for each accumulation meter on its network, use reasonable endeavours to undertake a meter reading that provides an actual value at least once in any 12 month period.	NR	5	All meters are read monthly as per the Meter Readings – Monthly work procedure.	5
364	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.5(2)	A network operator may only impose a charge for the provision of data under this Code in accordance with the applicable service level agreement between it and the user and must not impose a charge for the	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			provision of data if another enactment prohibits it from doing so.				
366	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.6(1)	A network operator must provide validated, and where necessary, substituted or estimated energy data for a metering point to the user for the metering point and the IMO within the timeframes prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
367	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.7	A network operator must provide replacement energy data to the user for the metering point and the IMO within the timeframes prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
368	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.8	A network operator must provide a user with whatever information the network operator has that is necessary to enable the user to comply with its obligations under the Code of Conduct, within the time necessary for the user to comply with the obligations.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
369	Integrated Regional Licence	Electricity Industry Metering	A network operator must provide standing data, provided to or obtained by it under this Code, to	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	condition 5.1	Code clause 5.9	users where required to do so under any enactment.				
370	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.10	A network operator must provide a subset of the standing data to a retailer in accordance with the provisions of Annex 4 of the Customer Transfer Code.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
371	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.11	If a transfer occurs at a connection point, a network operator must provide an incoming retailer with a copy of the standing data for each metering point associated with the connection point within the timeframes prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
372	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.12(1)	If a network operator is given a request in accordance with the communication rules and the energy data request relates only to a time or times for which the user was the current user at the metering point, a network operator must provide a user with a complete set of energy data for a metering point within the timeframes prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
373	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.13	A network operator must provide a current user with a complete current set of standing data for a metering point and advise whether there is a communications link for the metering point, within the timeframes prescribed, if it is given a request in accordance with the communication rules.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
374	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.14(3)	A network operator must acknowledge receipt of a bulk standing data request from a user and provide the requested standing data within the timeframes prescribed in accordance with the communication rules.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
375	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.15	A network operator that provides energy data to a user or the IMO must also provide the date of the meter reading.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
383	Integrated Regional Licence condition	Electricity Industry Metering Code clause	A network operator must give notice to a user, or (if there is a different current user) the current user, acknowledging receipt of	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	5.19(5)	any customer, site or address attributes from the user within the timeframes prescribed.				
385	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.20(1)	A network operator must, within 6 months from the date this Code applies to the network operator, develop, in accordance with the communication rules, an energy data verification request form.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
386	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.20(2)	An Energy Data Verification Request Form must require a Code participant to provide the information prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
387	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.20(4)	If a Code participant requests verification of energy data, a network operator must, in accordance with the metrology procedure, use reasonable endeavours to verify energy data and inform the requesting Code participant of the result of the verification and provide the verified energy data within the timeframes prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
388	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.21(2)	A network operator must comply with any reasonable request by a Code participant to undertake either a test or an audit of the accuracy of the metering installation or the energy or standing data of the metering installation.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
389	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.21(4)	A test or audit is to be conducted in accordance with the metrology procedure and the applicable service level agreement.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
392	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.21(8)	A network operator may only impose a charge for the testing of the metering installations, or auditing of information from the meters associated with the metering installations, or both, in accordance with the applicable service level agreement between it and the user.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
393	Integrated Regional Licence	Electricity Industry Metering	Any written service level agreement in respect of the testing of the metering	2	N/A	This clause applies where a Code Participant requires the service from the Network Operator. Since RIA has an Integrated Regional Licence, this clause does not apply to RIA.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	condition 5.1	Code clause 5.21(9)	installations, or the auditing of information from the meters associated with the metering installations, must include a provision that no charge is to be imposed if the test or audit reveals a non-compliance with this Code which results in energy data errors in the network operator's favour.			However, where the clause is applicable to RIA's customers on the Island it is adequately covered by 2.4 & 2.5 in the Customer Service Charter and 8.4 in the Standard Form Contract.	
394	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.21(11)	A network operator must advise the affected parties as soon as practicable of errors detected under a test or audit, the possible duration of the errors, and must restore the accuracy of the metering installation in accordance with the applicable service level agreement.	2	N/A	Not applicable as per 393.	N/A
395	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.21(12)	The original stored error correction data in a meter must not be altered except during accuracy testing and calibration of a metering installation.	2	N/A	Not applicable as per 393.	N/A
396	Integrated Regional Licence	Electricity Industry Metering	A network operator must validate energy data in accordance with this Code applying, as a	2	3	The Meter Installation and Calibration work procedure requires that all new kWh meters must be installed in accordance with the Electricity Industry Metering Code 2005.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	condition 5.1	Code clause 5.22(1)	minimum, the prescribed rules and procedures and must, where necessary, substitute and estimate energy data under this Code applying, as a minimum, the prescribed rules and procedures.			The Meter Readings – Monthly work procedure is in place that deals with data validation and provision of estimated bill.	
397	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.22(2)	The network operator must use check metering data, where available, to validate energy data provided that the check metering data has been appropriately adjusted for differences in metering installation accuracy.	2	N/A	No check metering in place at Rottneest Island.	N/A
398	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.22(3)	A network operator must prepare substitute values using the prescribed method if a check meter is not available or energy data cannot be recovered from the metering installation within the time required.	2	N/A	This clause applies where a Code Participant requires the service from the Network Operator. Since RIA has an Integrated Regional Licence, this clause does not apply to RIA. However, where the clause is applicable to RIA's customers on the island it is adequately covered by 2.4 & 2.5 in the Customer Service Charter and 8.4 in the Standard Form Contract.	N/A
399	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.22(4)	A network operator that detects a loss of energy data or incorrect energy data from a metering installation must notify each affected Code participant of the loss or error within 24 hours after	2	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			detection.				
400	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.22(5)	Substitution or estimation of energy data is to be required when energy data is missing, unavailable or corrupted, including in the circumstances described.	2	5	<p>The Meter Readings – Monthly work procedure is in place that deals with the provision of estimated data.</p> <p>However, Audit noted that the procedure states: “Should any data be corrupted, unavailable or missing, the average usage of the past year will be used to provide data validation”. It is not clear whether the average usage of the past years is meant to be the basis for substitution or estimation of energy data rather than to provide data validation. Moreover, this estimation basis is not in line with the estimation basis provided in Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Clarify the basis of substitution or estimation of energy data in the Meter Readings – Monthly work procedure. The basis of substitution or estimation of energy data should be aligned with the estimation basis provided in Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract. (Post Audit Implementation Plan item 1.22) 	4
401	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.22(6)	A network operator must review all validation failures before undertaking any substitution.	2	5	The Meter Readings – Monthly work procedure covers the requirement of this clause.	5
402	Integrated Regional	Electricity Industry	A network operator that determines that there is no	2	5	The Meter Readings – Monthly work procedure covers the requirement of this clause.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Licence condition 5.1	Metering Code clause 5.23(1)	possibility of determining an actual value for a metering point must designate an estimated or substituted value for the metering point to be a deemed actual value for the metering point.				
403	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.23(3)	A network operator that has designated a deemed actual value for a metering point must repair or replace the meter or one or more of components of metering equipment (as appropriate) at the metering point.	2	5	<p>The Tungsten's Contract Manager advised that faulty meters would be replaced. However, the 'Meter Reading – Monthly' work procedure does not cover the requirement of this clause.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Meter Readings – Monthly work procedure should be updated to cover the requirement of this clause. (Post Audit Implementation Plan item 1.23) 	3
404	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.24(1)	A network operator that uses an actual value (first value) for energy data for a metering point, and a better quality actual or deemed actual value is available (second value), must replace the first value with the second value if doing so would be consistent with good electricity industry practice.	2	5	The Meter Readings – Monthly work procedure covers the requirement of this clause.	5
405	Integrated Regional	Electricity Industry	A network operator that uses a deemed actual value (first value)	2	5	The Meter Readings – Monthly work procedure covers the requirement re actual data for energy data (see item 452) but the	3

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Licence condition 5.1	Metering Code clause 5.24(2)	for energy data for a metering point, and a better quality deemed actual value is available (second value), must replace the first value with the second value if doing so would be consistent with good electricity industry practice.			<p>requirement re deemed actual data as per this clause is not included in the work procedure.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Meter Readings – Monthly work procedure to be updated to include reference to the deemed actual data to comply with the requirements of this clause. (Post Audit Implementation Plan item 1.24) 	
406	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.24(3)	A network operator that uses an estimated or substituted value (first value) for energy data for a metering point, and a better quality actual, deemed, estimated or substituted value is available (second value), must replace the first value with the second value if doing so would be consistent with good electricity industry practice or the user and its customer jointly request it to do so.	2	5	<p>The Meter Readings – Monthly work procedure covers the requirement re actual data for energy data (see item 452) but the requirement re estimated or substituted value as per this clause is not included in the work procedure.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Meter Readings – Monthly work procedure to be updated to include reference to the re estimated or substituted value to comply with the requirements of this clause. The basis of substitution or estimation of energy data should be aligned with the estimation basis provided in Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract. (Post Audit Implementation Plan item 1.25) 	3
407	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.24(4)	A network operator (acting in accordance with good electricity industry practice) must consider any reasonable request from a Code participant for an estimated	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			or substituted value to be replaced.				
408	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.25	A network operator must ensure the accuracy of estimated energy data in accordance with the methods in its metrology procedure and ensure that any transformation or processing of data preserves its accuracy in accordance with the metrology procedure.	2	5	<p>The Meter Reading – Monthly work procedure is in place that deals with provision of estimated data. However, in item 448 Audit recommended improvements into the procedure in order to clarify the basis of substitution or estimation of energy data and to align the procedure with Section 2.4 of the CSC and Section 8.4 of the Standard Form Contract in terms of estimation basis.</p> <p>The ‘Voltage and Harmonic Fluctuation Monitoring’ work procedure is in place to monitor voltage and harmonic fluctuations on a regular basis and to respond to complaints relating to voltage and harmonic fluctuations.</p>	5
410	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.29	If a network operator makes an election for the electricity networks corporation to be its metering data agent in relation to a network, then, except to the extent that the metering data agency agreement provides otherwise, the parties must undertake the activities prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
411	Integrated Regional Licence condition	Electricity Industry Metering Code clause	If a network operator makes an election for the electricity networks corporation to be its metering data agent in relation to	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	5.30(1)	a network, then the electing network operator and the electricity networks corporation must enter into a metering data agency agreement in relation to the network, which must deal with at least the matters prescribed.				
412	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.31(1)	If a network operator makes an election for the electricity networks corporation to be its metering data agent in relation to a network, the electricity networks corporation must assess the compliance of each metering installation in the network with this Code and notify the electing network operator of each non-compliant metering installation.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
413	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.31(2)	An electing network operator may, by notice to the electricity networks corporation, require the electricity networks corporation to upgrade a non-compliant metering installation, in which case the electricity networks	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
			corporation must undertake the upgrade in accordance with the metering data agency agreement and good electricity industry practice.				
414	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.34(2)	Except to the extent that the metering data agency agreement provides otherwise, the costs which may be recovered by the electricity networks corporation for acting as the network operator's metering data agent must not exceed the amounts prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
415	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 6.1(1)	A network operator must, in relation to its network, comply with the agreements, rules, procedures, criteria and processes prescribed.	2	N/A	RIA is not subject to any access arrangements.	N/A
417	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 6.20(4)	A network operator must amend any document in accordance with the Authority's final findings.	2	N/A	RIA is not subject to any access arrangements.	N/A
418	Integrated Regional	Electricity Industry	Code participants must use reasonable endeavours to	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Licence condition 5.1	Metering Code clause 7.2(1)	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.				
419	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 7.2(2)	A network operator must notify each Code participant of its initial contact details and of any change to its contact details at least 3 business days before the change takes effect.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
420	Integrated Regional Licence condition 5.1	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	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
421	Integrated Regional Licence condition 5.1	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	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
422	Integrated Regional Licence condition 5.1	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	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
423	Integrated Regional Licence condition 5.1	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	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
424	Integrated Regional Licence condition 5.1	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 negotiations in good faith.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
425	Integrated Regional	Electricity Industry	If a dispute is not resolved within 10 business days after the	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Licence condition 5.1	Metering Code clause 8.1(2)	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.			other supplier on the island.	
426	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 8.1(3)	If the dispute is not resolved within 10 business days after the dispute is referred to senior management negotiations, the disputing parties must refer the dispute to the senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
427	Integrated Regional Licence condition 5.1	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	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the island.	N/A
428	Integrated	Electricity	The disputing parties must at all	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no	N/A

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Regional Licence condition 5.1	Industry Metering Code clause 8.3(2)	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 and a proper hearing and determination of the dispute, permit.			other supplier on the island.	
ELECTRICITY INDUSTRY (NETWORK QUALITY AND RELIABILITY OF SUPPLY) CODE – LICENCE CONDITIONS AND OBLIGATIONS							
429	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 5(1)	A distributor or transmitter must, as far as reasonably practicable, ensure that electricity supply to a customer's electrical installations complies with prescribed standards.	NR	3	Audit sighted Tungsten's "Voltage and Harmonics Fluctuation Monitoring Work Procedure" to monitor voltage and harmonic fluctuations on a regular basis and to respond to complaints relating to voltage and harmonics fluctuations by using the Meter Power Q Plus power quality analyser. Data from the analyser is being compared to the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 to ensure compliance. Readings are taken each month. All data is stored on Tungsten's P drive and controlled by the Utilities and Operations Manager.	5
430	Integrated Regional Licence	Electricity Industry (Network	A distributor or transmitter must, so far as reasonably practicable, disconnect the supply of	NR	5	The CSC and the SFC provide for disconnection of supply of electricity to customers in case of emergency, or because of health and safety risk. A 24 hour emergency telephone line is	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	condition 5.1	Quality and Reliability of Supply) Code 2005 clause 8	electricity to installations or property in specified circumstances, unless it is in the interest of the customer to maintain the supply.			provided on which information will be given regarding the nature of the emergency and an estimate of when the supply will be restored.	
431	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 9	A distributor or transmitter must, as far as reasonably practicable, ensure that the supply of electricity is maintained and the occurrence and duration of interruptions is kept to a minimum.	NR	4	Under the FOU Agreement, the responsibility to maintain uninterrupted electricity services to Rottneest Island users is placed on Tungsten. The availability of supply and service interruptions are covered by the CSC. Performance reporting with KPIs is included in the FOU Agreement. Sighted the Network Quality Reliability Annual Report 2007/08 on RIA's website.	5
432	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 10(1)	A distributor or transmitter must, so far as reasonably practicable, reduce the effect of any interruption on a customer.	NR	4	Ditto 431.	5
433	Integrated Regional Licence condition	Electricity Industry (Network Quality and Reliability of	A distributor or transmitter must consider whether, in specified circumstances, it should supply electricity by alternative means to a customer who will be	NR	5	A process is in place to use emergency generators to supply customers where required.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	Supply) Code 2005 clause 10(2)	affected by a proposed interruption.				
434	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 12(3)	A distributor must take prescribed action in the event of a significant interruption to a small use customer.	2	4	Ditto 433.	5
435	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 13(2)	A distributor or transmitter must, so far as reasonably practicable, ensure that customers in specified areas do not have average total lengths of interruptions of supply greater than specified durations.	NR	5	Performance reporting with KPIs is included in the FOU Agreement. Audit sighted the Network Quality Reliability Annual Report 2007/08 and confirmed that the average total length of interruptions of supply was not greater than specified durations.	5
436	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 13(3)	The average total length of interruptions of supply is to be calculated using the specified method.	2	5	It appears that the average total length of interruptions of supply was calculated using the specified method.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
437	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 14(8)	A distributor or transmitter must, on request, provide to an affected customer a free copy of an instrument issued by the Minister and of any notice given under Section 14(7) of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.	2	5	Confirmed with RIA's and Tungsten's staff that no application has been made to the Minister for variation of obligations under this Part of the Code. However, Section 3 of the CSC has the capacity to meet this requirement.	5
438	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 15(2)	A distributor or transmitter that agrees with a customer to exclude or modify certain provisions must set out the advantages and disadvantages to the customer of doing so in their agreement.	2	5	Ditto 437.	5
439	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 18	A distributor operating a relevant distribution system must, in specified circumstances, make a payment to a customer within a specific timeframe for a failure to give required notice of planned interruption.	2	5	Section 4.3 Service Interruptions of the CSC does provide for at least 5 days notice to the customer prior to the interruption and the CSC provides for a payment of \$20 if service standards are not met.	5
440	Integrated Regional	Electricity Industry	A distributor operating a relevant distribution system must, in	2	5	Section 4.3 'Service Interruptions' of the CSC does inform that the customer may be eligible for a compensation payment if the	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	Licence condition 5.1	(Network Quality and Reliability of Supply) Code 2005 clause 19	specified circumstances, make a payment to a customer within a specific timeframe if a supply interruption exceeds 12 hours.			interruption lasts for 12 hours or more. The customers are encouraged to call contact number for more information on eligibility and how to make a claim.	
441	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(1)	A distributor operating a relevant distribution system must provide eligible customers with information about applying for payments for failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.	2	5	Section 4.3 'Service Interruptions' of the CSC does inform that the customer may be eligible for a compensation payment if the interruption lasts for 12 hours or more. Customers are encouraged to call a contact number for more information on eligibility and how to make a claim.	5
442	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(2)	A distributor operating a relevant distribution system must provide written notice to customers about payments for failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.	2	5	Ditto 441.	5
443	Integrated Regional Licence condition	Electricity Industry (Network Quality and	A distributor operating a relevant distribution system must provide written notice to eligible customers about payments for	2	3	Audit was not provided with evidence of annual written notice being provided to eligible customers. Recommendation:	2

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	Reliability of Supply) Code 2005 clause 21(3)	failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 not less than once in each financial year.			<ul style="list-style-type: none"> A written notice should be provided to eligible customers about payments for failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 not less than once in each financial year. (Post Audit Implementation Plan item 1.26) 	
444	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 23(1)	A distributor or transmitter must take all such steps as are reasonably necessary to monitor the operation of its network to ensure compliance with specified requirements.	NR	5	<p>Performance reporting is in place.</p> <p>The FOU Agreement sets the responsibility for performance monitoring and reporting. Audit reviewed the Network Quality Reliability of Supply Annual Report 2007/08 published on RIA's website.</p>	5
445	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 23(2)	A distributor or transmitter must keep records of information regarding its compliance with specific requirements for the period specified.	2	5	<p>The Network Quality Reliability of Supply Annual Reports for 2005/06, 2006/07 and 2007/08 are published on the RIA's website.</p> <p>Records of information supporting the report are maintained in line with the period specified.</p>	5
446	Integrated Regional Licence condition	Electricity Industry (Network Quality and	A distributor or transmitter must complete a quality investigation requested by a customer in accordance with specified	2	5	Section 3.1 of the CSC provides for quality investigation. Section 3.4.2 "Complaints" states that written complaints will be resolved within 20 days. There were no instances of customer complaints during the audit period.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
	5.1	Reliability of Supply) Code 2005 clause 24(3)	requirements.				
447	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 24(4)	A distributor or transmitter must report the results of an investigation to the customer concerned.	2	5	Covered by Section 3.1 of the CSC.	5
448	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 25(2)	A distributor or transmitter must make available, at no cost, a copy of a document setting out its complaint handling processes to a small customer who makes a complaint to the distributor or transmitter or who asks to be given such information.	2	5	The Complaint procedure is outlined in Section 17 of the SFC and Section 3.4.2 of the CSC. There were no instances of customer complaints during the audit period.	5
449	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005	A document setting out a distributor's or transmitter's complaint handling process must contain the specified information.	2	5	Ditto 448.	5

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
		clause 25(3)					
450	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 26	A distributor or transmitter must arrange for an independent audit and report on its systems for monitoring, and its compliance with specific requirements. This is to be carried out in respect of the operation of such systems during each year ending on 30 June.	2	5	<p>Audit noted that the RIA did not engage an independent expert to audit, and report on, the operation of the systems that are in place for monitoring the RIA's compliance with Part 2 or an instrument made under Section 14(3) for the period ending on 30 June 2008.</p> <p>Confirmed with the FOU Contract Manager that Norman Disney Young (NDY) was since engaged to undertake an independent audit for the period ending 30 June 2009. The report is currently being finalised by NDY.</p> <p>Audit noted that requirement for performance audit and relevant due dates are included in the RIA's Electricity Compliance Spreadsheet and in the Tungsten's License and Permit Register.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA to arrange for an independent audit and report on its systems for monitoring, and its compliance with specific requirements on an annual basis. This is to be carried out in respect of the operation of such systems during each year ending on 30 June. (Post Audit Implementation Plan item 1.27) 	2
451	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply)	A distributor or transmitter must prepare and publish a report about its performance in accordance with specified requirements.	2	5	The Network Quality Reliability of Supply Annual Report 2007/08 was not published on the RIA's website by the due date (1/10/2008). The RIA attempted to upload these documents by the due date however experienced technical difficulties which were resolved with uploading taking place on 2/10/2008.	2

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
		Code 2005 clause 27(1)				<p>Also, audit noted that a copy of an auditor report that ought to be prepared by an independent expert in accordance with Section 26(1) of the NQ&R Code was not published on the RIA's website.</p> <p>Audit sighted the RIA's Electricity Compliance Spreadsheet with the Network Quality Reliability of Supply Annual Report as well as independent audit report publication due dates included as part of the schedule of events to ensure regulatory timeframes are met.</p> <p>Under the FOU Agreement, Tungsten is responsible for ensuring the RIA is compliant with all its electricity licence and reporting requirements. The License and Permit Register has been amended to include all reporting requirements and is reviewed weekly at the FOU meeting. However, the requirement that the reports must be published not later than the following 1 October on the RIA website and available free of charge in the RIA office is not included in the register.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that all future Network Quality Reliability of Supply Annual Reports as well as a copy of an audit report prepared by an independent expert to be published on the RIA's website within the regulatory timeframes required. Tungsten's License and Permit Register should be updated for the requirement that the report must be published not later than the following 1 October on the RIA website and available free of charge in the RIA office. <i>(Post Audit Implementation Plan item 1.28)</i> 	

No	Licence Condition	Obligation Under Condition	Description	Risk Type	Audit Priority (1=highest, 5=lowest)	System established to comply with licence obligation (including any potential improvements)	Compliance rating (1,2 = non-compliant 3,4,5 = compliant refer 2.5)
452	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 27(3)	A distributor or transmitter must give a copy of its report about its performance to the Minister and the Authority within the specified period.	2	5	<p>Audit confirmed that the Network Quality Reliability of Supply Annual Report 2007/08 was submitted to the Authority and to the Minister on 23 September 2008.</p> <p>However, audit noted that a copy of an audit report that ought to be prepared by an independent expert was not provided to the Authority and to the Minister within the timeframes required.</p> <p>Audit confirmed the due date for submitting the Network Quality Reliability of Supply Annual Report to the Authority and to the Minister are included in the RIA's Electricity Compliance Spreadsheet and in the Tungsten's License and Permit Register.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that all future Network Quality Reliability of Supply Annual Reports as well as a copy of an audit report prepared by an independent expert are provided to the Authority and the Minister within the regulatory timeframes. <i>(Post Audit Implementation Plan item 1.29)</i> 	2

3.4 Integrity of Performance Reporting

In accordance with the Electricity Compliance Reporting Manual 2008, RIA must submit compliance reports to the Authority covering all of its type 2 licence obligations for each financial year (1 July to 30 June inclusive) by 31 August immediately following the financial year that is the subject of the report.

The audit confirmed that RIA has complied with its compliance reporting obligation for the period of 1 July 2007 to 30 June 2008. The RIA's Electricity Compliance Spreadsheet is in place with the due dates for Annual Compliance Report included as part of the schedule of events to ensure regulatory timeframes are met.

The audit also confirmed that RIA has complied with Section 27(3) of the Network Quality and Reliability of Supply Code 2007 (NQ&R Code) by providing a copy of the Network Quality and Reliability of Supply Code Report to the Authority by the due date (23 September 2008). In accordance with Sections 27(1) and 27(3) of the NQ&R Code, RIA is required to publish the report no later than 1 October 2008. However, the RIA did not publish the report on its website on 1 October as required. This was due to technical difficulties uploading the document. These problems were resolved and the document was published on 2 October 2008.

The audit also noted that RIA did not engage an independent expert to audit, and report on, the operation of the systems in accordance with Section 26(1) of the NQ&R Code. Subsequently the RIA did not comply with Section 27(3) of the NQ&R Code that requires RIA to provide a copy of the audit report to the Authority and to the Minister not less than 7 days before it is published, which under Section 27(1) is to be on or before 1 October.

The audit confirmed that the RIA has complied with part 13.15(3) Code of Conduct for the Supply of Electricity to Small Use Customer (Code of Conduct) by providing a copy of the Code of Conduct Report to the Authority by due date (24 September 2008). In accordance with parts 13.15(1) and 13.15(3) of the Code of Conduct, RIA is required to publish the report no later than 1 October. However, the RIA did not publish the report on its website on 1 October as required. This was due to technical difficulties uploading the document. These problems were resolved and the document was published on 2 October 2008.

All the RIA's reporting requirements are included in the RIA's Electricity Compliance Spreadsheet as part of the schedule of events to ensure regulatory timeframes are met. Under the FOU Agreement, Tungsten is responsible for ensuring the RIA is compliant with all its electricity licence and reporting requirements. The License and Permit Register has been amended to include all reporting requirements and is reviewed weekly at the FOU meeting. However, Audit noted that the register does not specify the required timeframes for submitting the Compliance Report to the Authority as well as the requirement that the reports must be published not later than the following 1 October on the RIA website.

The audit made a recommendation to RIA to improve the strength of its internal controls to maintain compliance with its compliance reporting obligations (see Post Audit Implementation Plan).

3.5 Recommended Changes to the Licence

No changes to the licence are considered necessary.

3.6 Conclusion

The audit reviewed the action taken on previous audit recommendations and confirmed that of the 83 previous audit recommendations, all except 10 have been

completed (7 are partially completed and 3 are outstanding). This demonstrates that there has been a major improvement in compliance with the licence conditions. The outstanding issues concerned:

- Not providing an annual written notice to eligible customers under the clause 21(3) of the Electricity Industry Network Quality and Reliability of Supply Code; and
- Updating the Meter Readings – Work Procedures with more specific details of the use of estimated or deemed data in place of actual data.

Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that the Rottneest Island Authority has complied with its Retail Licence performance and quality standards during the audit period 1 February 2008 to 31 March 2009 apart from 4 exceptions out of 372 individual compliance obligations, as noted below:

- Not engaging an independent auditor for the period ending 30 June 2008 in accordance with clause 26 of the Electricity Industry Network Quality and Reliability of Supply Code; and subsequently not providing the audit report to the Authority in accordance with clause 27(1) and 27(3) of the Electricity Industry Network Quality and Reliability of Supply Code (an audit is currently in progress);
- Not providing an annual written notice to eligible customers under the clause 21(3) of the Electricity Industry Network Quality and Reliability of Supply Code;
- Not publishing required information (independent auditor report per Section 26(1) of the Network Quality and Reliability Supply Code as it was not completed for the year ended 30 June 2008); and
- Not publishing required information within the required timeframe under Section 26(1) of the Network Quality and Reliability Supply Code and 13.15(1) of the Code of Conduct (annual report).

These are largely historical issues that should be rectified in future by the new compliance framework that has been put in place.

Other improvements identified concerned the following:

- Obtain an annual compliance certificate from Sunco and McGees Property to confirm their compliance with various requirements of the Code of Conduct;
- The Hardship – Electricity Policy needs to be reviewed and updated to include other specific requirements of the Code of Conduct; and
- Review and update the Tungsten Meter Readings – Monthly work procedure to include the requirements of Section 5.24(2), 5.24(3) of the Electricity Industry Metering Code.

The audit confirmed the RIA has complied with its compliance reporting obligations for the period 1 July 2008 to 30 June 2008, except for the Network Quality and Reliability of Supply Code Report and the Code of Conduct Report being published on the RIA's website one day later than required and except for RIA not engaging an independent expert to audit, and report, on the on its systems for monitoring, and its compliance with specific requirements.

Rottnest Island Authority

**Performance Audit and
Asset Management System Review 2009
(Electricity Licence)**

**Detailed Report
- Asset Management System Review**

June 2009

4. Asset Management Review

The effectiveness of the licensee's asset management system was assessed using the Asset Management System (AMS) Effectiveness Matrix provided by the Authority in the Audit Guidelines.

The matrix provides criteria to assess the effectiveness of the following key processes:

- Asset planning;
- Asset creation/acquisition;
- Asset disposal;
- Environmental analysis;
- Risk management;
- Contingency planning;
- Asset management information system;
- Asset operations;
- Asset maintenance;
- Financial planning;
- Capital expenditure planning; and
- Review of the asset management system.

The review has assessed the above key processes of the asset management system and a compliance rating using the scale in section 2.6 was assigned to each process, as shown in Section 4.1.

Section 4.2 provides details of the current status of key recommendations from the previous review.

Section 4.3 provides further details of the systems and the effectiveness rating for each key process in the asset management system.

4.1 Summary of Effectiveness Ratings

The audit assessment of the effectiveness ratings for each key process in the Shire's asset management system is shown in the table below.

ASSET MANAGEMENT SYSTEM		Not Performed	Performed Informally	Planned and tracked	Well defined	Quantitatively Controlled	Continuously Improving
Process	Effectiveness Rating	0	1	2	3	4	5
1. Asset planning							
2. Asset creation/ acquisition							
3. Asset disposal							
4. Environmental analysis							
5. Risk management							
6. Contingency planning							
7. Asset management information system							
8. Asset operations							
9. Asset maintenance							
10. Financial planning							
11. Capital expenditure planning							
12. Review of the asset management system							

Section 4.3 provides further details of the systems and the effectiveness rating for each key process in the asset management system.

4.2 Previous Review Recommendations

The status of the key recommendations in the previous audit report issued in September 2008 is summarised below.

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
1	Asset Planning	Asset strategies are evaluated in Draft Asset Management Plan, March 2008 (AMP), which includes maintenance, restoration and replacement strategies.	3	Finalise AMP.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. Tungsten Contract Manager/Director Finance and Business Services 30 November 2008	The Asset Management Plan (AMP) Power was finalised and issued in March 2009. The AMP also refers to other key documents.	Completed
1.7	Asset Planning Likelihood and consequences of asset failure are predicted	At the time of the audit a Risk Management Plan (RMP) by TG was in draft (includes Risk Profile dated May 2007) and activities such as risk management workshop and risk profiling were not complete.	2	Complete Risk Matrices, risk profiling, risk management and Risk Management Plan.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. The draft includes the Risk Management	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. A high level risk work and assessment was undertaken by the Tungsten Group and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment of the power assets on the Island. The outcomes of the workshop provided a	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
					documentation. Contract Manager/Director Finance and Business Services 30 November 2008	focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the risk assessment register that have been used for assessing the power assets. Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk Management Framework and Risk Register.	
2.2	Asset Creation and Acquisition: Evaluations include all life-cycle costs	Records exist for life-cycle costs for plant and forward estimates are available up to 2012, however business case evaluations did not include all information required.	2	Whole of life costing including operating, consumables, maintenance cost should be made available in evaluations.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	Whole of life costing including 5 Year Expenditure Forecast Summary up to 2012/13 is included in the AMP. The 5 Year Expenditure Forecast Summary is supported by the 5 Year Operational Budget Forecast, 5 Year Restoration Maintenance Budget Forecast and 5 Year Replacement/Renewal Budget Forecast. Audit sighted all supporting documentations.	Completed
2.4	Commissioning tests are documented and completed	There was no evidence of commissioning test records for plant installed in the recent past, like the Low Load	0	Commissioning test should be documented.	The RIA will seek verification of commission testing of the Low Load Generators from the installer.	Audit sighted Commissioning Reports for the E-40 Wind Turbine Generator performed during 2004. Audit also sighted the "Changeover Strategy for the RIA for the Automation of the Existing Main Distribution Board as part of the	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		Generators.			FOU Contract Manager 30 October 2008	Rottneest Island Wind Diesel System" dated March 2006 confirming scheduled completion of commissioning and testing at the completion of the installation works for the new MDB and automation of the existing diesel generators.	
3.3	Asset Disposal Disposal alternatives are evaluated	A Disposal Plan is noted in the Draft Asset Management Plan, March 2008, however no details are included in the AMP at this point.	2	Complete AMP and Disposal Plan.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	The 'Disposal Plan' section of the AMP refers to the Department of Treasury & Finance "Asset Disposal Policy – August 2005" that provide guidance to the RIA to undertake the tasks necessary to identify and dispose of surplus assets.	Completed
4	Environmental Analysis	Activities such as risk management workshop and risk profiling were not complete at the time of the audit.	2	Activities such as risk management workshop and risk profiling to be completed.	The risk management workshop was concluded. A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. A high level risk work and assessment was undertaken by the Tungsten Group and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
					administration. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	of the power assets on the Island. The outcomes of the workshop provided a focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the risk assessment register that have been used for assessing the power assets. Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk Management Framework, Risk Register, Environmental Policy and Integrated Management System Plan.	
4.1	Opportunities and threats in the system environment are assessed.	Long and short range opportunities and threats have been and are addressed in various documents. Activities such as risk management workshop and risk profiling were not complete at the time of the audit.	3	A risk workshop between RIA and TG should be completed.	The risk management workshop was concluded. A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. A high level risk work and assessment was undertaken by the Tungsten Group and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment of the power assets on the Island. The outcomes of the workshop provided a focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the risk assessment register that have been used for assessing the power assets. Sighted RIA/Tungsten Risk Workshop	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						<p>documentation, Risk Management Plan, Risk Management Framework, Risk Register, Environmental Policy and Integrated Management System Plan.</p> <p>In addition, in completing a risk assessment on the power related assets for the Island, the need to develop and publish an observation report was identified. The audit sighted the 'Rottnest Site Observations' report that predominantly relates to operational, management and health & safety and environmental issues.</p>	
4.3	Compliance with statutory and regulatory requirements	No process was in place yet for monitoring compliance with electricity licence compliance manual.	1	Establish a formal process for assessing and monitoring compliance with the Electricity Licence Compliance Manual.	<p>The RIA's facility manager, Tungsten, is creating an internal process to review and an Electricity Licence compliance database.</p> <p>Tungsten Contract Manager 30 October 2008</p>	<p>Tungsten has developed a process of internal review of the individual requirements of the electricity licence as listed in the Tungsten Electricity Reporting Compliance Audit Document.</p> <p>The 'License and Permit Register - Rottnest Island – Facilities Management Contract' states that Tungsten and RIA will review all obligations per the Electricity Compliance Reporting Manual in January each year.</p>	Completed
5	Asset Operations: Operations plan adequately document the processes and	List of staff competencies was requested but not received.	2	List of staff competencies should be provided.	<p>Tungsten to provide a list of staff competencies</p> <p>Tungsten Contract</p>	A list of electrical personnel competencies and training records was sighted in the audit.	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	knowledge of staff in the operation of assets so that service levels can be consistently achieved.				Manager 30 September 2008		
5.2	Risk management is applied to prioritise operations tasks	RMP by TG in draft has an incomplete risk profile for power generation and distribution, needs evaluation of risk and identification controls. Maintenance response mechanism is escalated based on the job risks, no documentation provided.	1	Work is still in progress: risk profile for power generation and distribution needs evaluation of risk and identification of controls. RMP to be completed.	A draft of asset management plan (which includes the risk management plan) prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk Management Framework, Risk Register, Environmental Policy and Integrated Management System Plan. In addition, the 'Work Order Priorities Procedure & Definitions' is in place to guide the Power Service Coordinator or delegated qualified Electrician in assessing the Work Order and assign a priority under the criteria specified in the policy and this would suggest action required.	Completed
5.3	Assets are documented in an Asset Register including asset type, location, material, plans of components, an assessment of assets' physical/	A collection of asset registers is available, however not all registers include the information required: -transformers show age as "old" or	1	Asset registers need to be completed and to reflect a format that satisfies the requirements of the licence.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's	Audit sighted RIA's Asset Register for Reticulation and Power Generation and confirmed that the Asset Register contains: - Area Description, - Asset ID; - Asset Description; - Serial Number; - Condition; GPS Details;	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	structural condition and accounting data.	“new”, no accounting data. -cooling towers are included in the validation register, the asset condition column is blank, no accounting data.			administration. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	- Electrical CAD Drawing Reference; - Work Request Details/Comments; - Asset Valuation. All asset expenditure is also captured in the RIA's Financial Management Information System (FMIS).	
5.4	Operational Costs are measured and monitored.	No Cost Reports found from TG to RIA since Transfield Services reports. Current FMA Weekly report says that budgets are available but costs to date are not available (11 Jan 08).	2	Reporting of operational costs should be clarified.	Tungsten provides detailed monthly cost reports to the RIA for the purpose of invoicing. A copy of a monthly report has been provided to Qualeng. Tungsten Contract Manager Completed	Audit sighted detailed monthly cost reports that are provided to RIA by Tungsten for the purpose of invoicing. Actual operational costs against the budget are also reported and monitored.	Completed
5.5	Staff receive training commensurate to their responsibility.	Staff qualifications reviewed by RIA at start of FOU Contract. Reviewed TG's "Competency management & training" Procedure. Except for safety induction no record of training, training	3	Records of competency should be made available.	Tungsten is required to maintain lists of competencies. A list has been provided to Qualeng. Tungsten Contract Manager Completed	A list of electrical personnel competencies and training records were sighted in the audit.	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		attendance or competency viewed.					
6.3	Asset Maintenance plans (emergency, corrective and preventative) are documented and completed on schedule.	Low level maintenance tasks are not being completed and are being dealt with on a reactive basis. (AMP Sect. 2.4)	2	There should be a plan and a timetable to address incomplete low level maintenance tasks.	Tungsten to prepare a plan. Tungsten Contract Manager 30 September 2008	As advised by the Tungsten Contract Manager, approx 79% of maintenance is reactive and only 21% is planned. The aim is for 30% to be planned maintenance. Jobs are being logged each day, some are planned, some reactive. Job completion is monitored through Job Logging Reports on a weekly basis at the FOU meetings. Jobs are also statistically analysed, whether completed on time, breakdown to reactive or planned jobs. The Tungsten Contract Manager meets with Team Leaders 1-2 times per month to confirm that jobs that have been raised were completed and to review outstanding work orders. A Restoration Maintenance Forecast for the next 5 years is included in the AMP.	Completed
6.5	Risk management is applied to prioritise maintenance tasks.	There is no documented process for prioritisation of lower level maintenance tasks, prioritisation is based on personnel	1	Prioritisation process for maintenance tasks should be documented.	Tungsten to prepare a plan. Tungsten Contract Manager 30 September 2008	The "Work Order Priorities Procedure & Definitions" is in place to guide the Power Service Coordinator or delegated qualified Electrician in assessing the Work Order and to assign a priority under the criteria specified in the policy and this would suggest action required.	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		expertise.					
7.7	Asset Management Information Systems: Management reports appear adequate for the licensee to monitor licence obligations.	Management reports would benefit in completeness by checking compliance to Compliance Manual.	2	Management reports should be reviewed to ensure full compliance with requirements of Electricity Licence.	The RIA's facility manager, Tungsten, is creating an internal process to review and an electricity licence compliance database. Tungsten Contract Manager 30 September 2008	Tungsten has developed a process of internal review of the individual requirements of the electricity licence including the management reports, as listed in the Tungsten Electricity Reporting Compliance Audit Document.	Completed
8	Risk Management	RMP prepared by RIA deal with policy, exec. And senior management responsibilities and generic process for dealing with management of risk. TG's RMP is still in draft form.	1	TG's RMP requires to be finalised.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. The draft AMP contains the RMP. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	Audit sighted Tungsten's Risk Management Plan dated 1 st March 2008. The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk Management Framework and Risk Register.	Completed
8.1	Risk management policies and procedures exist and are being	A Risk Management Plan (Issued May 2007) by TG (Draft)	2	TG's RMP requires to be finalised.	A draft of the asset management plan and system prepared by Tungsten, in	Audit sighted Tungsten's Risk Management Plan dated 1 st March 2008.	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	applied to minimise internal and external risks associated with the asset management system.	(RMP TG) exist which appears to pre-date current FOU. FOU Contract sets responsibility for RMP on TG, due March 2008.			accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk Management Framework and Risk Register.	
8.2	Risk are documented in a risk register and treatment plans are actioned and monitored	Risk registers are available in draft and are not complete for power.	1	Risk registers and treatment plans to be completed.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. The draft AMP contains the RMP. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	A high level risk work and assessment was undertaken by the Tungsten Group and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment of the power assets on the Island. The outcomes of the workshop provided a focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the risk assessment register that have been used for assessing the power assets. The risk register also outlines the further action required, allocated the responsibility for risk mitigation and states required completion date.	Completed
8.3	The probability and consequences of asset failure are	AMP is in draft form, includes reference to risk	2	Probability and consequences of all asset failure	A draft of the asset management plan and system prepared by	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	regularly assessed.	but does not include this information at present.		needs to be fully documented.	<p>Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration.</p> <p>Tungsten Contract Manager/ Director Finance and Business Services</p> <p>30 November 2008</p>	<p>the AMP.</p> <p>A high level risk work and assessment was undertaken by the Tungsten Group and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment of the power assets on the Island. The outcomes of the workshop provided a focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the risk assessment register that have been used for assessing the power assets.</p> <p>The risk register also outlines the further action required, allocated the responsibility for risk mitigation and states required completion date.</p>	
9	Contingency plans have been developed and tested to minimise any significant disruptions to service standards.	Operators respond to maintenance calls according to a hierarchy of response, however no written plan was seen to define responsibilities/ priorities/ actions. No emergency plan viewed to address overall response to failures.	1	<p>A Contingency Plan is required including emergency plan and emergency response procedures:</p> <p>-an emergency plan dealing with hierarchy of responses/ priorities/ responsibilities and linking to</p>	<p>Contingency Plan will be developed and integrated into the RIA's Asset Management Plan and will include testing.</p> <p>FOU Contract Manager/ Tungsten Contract Manager</p> <p>30 November 2008</p>	<p>The Tungsten "Rottnest Island Electrical Service Recovery Plan" dated January 2009 is in place providing different scenarios and action plans. The plan also includes a schedule for Electrical Service Recovery Plan drill.</p> <p>In addition, the RIA also has the "Local Emergency Management Arrangements" and the "Rottnest Island Evaluation Arrangements and Planning Guidelines" in place.</p>	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
				<p>subordinate procedures, addressing actions in the case of explosion, fire, injury, pole or line down, etc.,</p> <p>-a first on site response procedure should be available.</p> <p>Testing of Contingency Plan is required to check its performance and maintain its currency and effectiveness.</p>			
9.1	Contingency plans are documented, understood and tested to confirm their operability and to cover higher risks	Draft AMP March 2008 notes that procedures need to be put in place to deal with emergencies (sec 2.5)	0	<p>As above.</p> <p>Actions noted in Draft Asset Management Plan will need to be followed up and monitored.</p>	<p>Tungsten and RIA will develop a process to monitor actions in Draft AMP.</p> <p>FOU Contract Manager/ Tungsten Contract Manager</p> <p>30 November 2008</p>	<p>A schedule for Electrical Service Recovery Plan drill is included at the back of the plan.</p> <p>According the schedule, each month a different scenario is to be tested. As advised by the Tungsten Contract Manager, one scenario has been performed to date. This was based on a simulated phone call and they went through the process and documented what was done. The process was subsequently reviewed and refined.</p>	Completed

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
12.2	AMS Independent reviews (eg internal audit) are performed of the asset management system	AMP provides intent for application of Performance audits or compliance audits on assets, procedures and processes (sec 2.5) No schedule included.	2	The AMP should include or refer to a schedule for internal audits. Monitor that audits are carried out across the assets and critical processes.	A draft of the asset management plan and system prepared by Tungsten, in accordance with the Facilities Operations and Utilities Agreement, is being finalised by the RIA's administration. Tungsten Contract Manager/ Director Finance and Business Services 30 November 2008	The Asset Management System Review section of the AMP provides a framework for: <ul style="list-style-type: none"> • Review of the performance of the latest AMP; • Implement a new strategy for improvement for the revised AMP; and • Determine the strategy for monitoring and reviewing the revised AMP. Independent reviews of the AMS are being performed through the Asset Management System Reviews in accordance with the Electricity Licence.	Completed

4.3 Review Results and Recommendations

Item no.	Criteria (refer AMS Effectiveness Matrix in Audit Guidelines)	Observations and results (including any potential improvements)	Effectiveness Rating (0=not performed, 1=performed informally, 2=planned & tracked, 3=well-defined, 4=quantitatively controlled, 5=continuously improving - refer 2.6)
1	ASSET PLANNING		4
1.1	Planning process and objectives reflect the needs of all stakeholders and is integrated with business planning.	<p>The Draft Rottneest Island Management Plan 2009-2014 (RIMP) identifies high level issues facing Rottneest Island development, including utilities.</p> <p>Facility, Operation and Utility Management Agreement 2007 (FOU Contract) establishes requirements for an Asset Management Plan.</p> <p>Asset strategies are evaluated in the Asset Management Plan, March 2009 (AMP), which includes maintenance, restoration and replacement strategies.</p> <p>The level of services is constructed from visitor feedback and strategic planning of the RIA. Needs of stakeholders are assessed from customer surveys. Objectives of the Strategic Development Plan 2007/08-2011/12, Sep. 2007 (SDP) included a KPI of 700 public submissions for 2007-08. A series of surveys were carried out during 2007/08 and results reported in the "RI Visitor Research, Final Report 2007/2008 Results" by Synovate in July 2008.</p>	4
1.2	Service levels are defined.	<p>Levels of Service are defined in the AMP including current and desired levels of service.</p> <p>Section 6 of the AMP also sets short term, medium term and long term asset specific targets to provide a focus and strategy for the management of assets.</p>	4
1.3	Non-asset options (e.g. demand management) are considered.	<p>Section 3 of the AMP considers future demand management issues. This Section shows that there may be a shortfall in power supply in 2009-10 under a "business as usual" scenario (graph in Section 3.1, based on the "Rottneest Island Taskforce" May 2004 report).</p> <p>Tungsten noted that the reliable plant capacity power figure of 900 kW quoted in the AMP may be too conservative, and that the actual figure should be in the order of 1100</p>	3

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		<p>kW. Demand forecasting will need to be updated based on the revised assessment of power and future demand (eg. from "Visitors Capacity Survey" commissioned on Curtin University).</p> <p>Recommendation:</p> <p>Review the AMP to update the power capacity figure and the demand curves as applicable. Review capability to satisfy demand from 2010 onwards. (Post Audit Implementation Plan item 2.1)</p>	
1.4	Lifecycle costs of owning and operating assets are assessed.	<p>FOU agreement sets responsibilities for costing. Details and service records for the power assets are held within the Tungsten Group asset management system (Navision) and managed by the Tungsten Group. All service records and asset management plans prior to October 2007 were not completed by the Tungsten, although the records are kept on file for the development of the existing plans and historical analysis.</p> <p>Whole of life costing including 5 Year Expenditure Forecast Summary up to 2012/13 is included in the AMP. The 5 Year Expenditure Forecast Summary is supported by the 5 Year Operational Budget Forecast, 5 Year Restoration Maintenance Budget Forecast and 5 Year Replacement/Renewal Budget Forecast. Audit sighted all supporting documentations.</p>	4
1.5	Funding options are evaluated.	<p>The draft Rottnest Island Strategic Development Plan 2009-2014 sets up the high level sources of funding.</p> <p>Section 5 of the plan further states that an "investment in utilities infrastructure is required due its age and expected future demand. The RIA's responsibility for providing and maintaining its own utilities cannot be supported in the current funding framework. A review is underway to determine the most cost-effective solution including outsourcing or shifting the responsibility to relevant government agencies."</p>	3
1.6	Costs are justified and cost drivers identified.	<p>The FOU Agreement sets responsibilities for costing.</p> <p>Key Performance Indicators (KPIs) have been developed under the FOU Agreement,</p>	4

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		and are reviewed and agreed annually by the RIA and Tungsten to ensure they continue to provide meaningful and appropriate measure to monitor the performance of the service delivery. Budget to actual are provided by Tungsten to RIA on a monthly basis including KPIs. The Business Case provides for cost justification (Business Case for Power Generation and Supply January 2008).	
1.7	Likelihood and consequences of asset failure are predicted.	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. A high level risk work and assessment was undertaken by Tungsten and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment of the power assets on the Island. The outcomes of the workshop provided a focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the risk assessment register that have been used for assessing the power assets. Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk Management Framework and Risk Register. There was only one action due within the review period relating to the powerhouse 3T crane. The action has been completed and an inspection report by an independent inspection company was viewed.	4
1.8	Plans are regularly reviewed and updated.	Section 8 of the AMP provides for review of the AMP on an annual basis. The annual review shall analyse and identify areas for improvements. Short term, medium term and long term asset specific targets are reviewed as part of the annual review.	4
2	ASSET CREATION/ ACQUISITION		4
2.1	Full project evaluations are undertaken	New projects are reviewed through Business Case preparation.	4

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	for new assets, including comparative assessment of non-asset solutions.	<p>Evidence of evaluation in:</p> <ul style="list-style-type: none"> RIA Business Case for Power Generation and Supply Jan. 2008 submitted to the ERC; and Business Case for funding Wind Turbine and Low Load Generators (approx. 2006). <p>There were no applicable business case evaluations during the review period.</p>	
2.2	Evaluations include all life-cycle costs.	<p>Whole of life costing including 5 Year Expenditure Forecast Summary up to 2012/13 is included in the AMP. The 5 Year Expenditure Forecast Summary is supported by the 5 Year Operational Budget Forecast, 5 Year Restoration Maintenance Budget Forecast and 5 Year Replacement/Renewal Budget Forecast. Audit sighted all supporting documentations.</p> <p>As no business case evaluations were carried out during the review period, it was not possible to verify that life cycle costs are included in business case evaluations. Tungsten and RIA follow the Department of Treasury and Finance (DTF) policy and procedures which include whole of life costing in business case evaluations.</p>	3
2.3	Projects reflect sound engineering and business decisions.	<p>Process for expansion/ reduction goes through a rigorous process.</p> <p>Viewed documents covering:</p> <ul style="list-style-type: none"> Business Case for Low Load Generating Plant procurement, January 2008 RIA Report for Master Plan Utility Services 2007, GHD. 	4
2.4	Commissioning tests are documented and completed.	<p>Audit sighted Commissioning Reports for the E-40 Wind Turbine Generator performed during 2004.</p> <p>Audit also sighted the "Changeover Strategy for the RIA for the Automation of the Existing Main Distribution Board as part of the Rottneest Island Wind Diesel System"</p>	4

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		dated March 2006, providing evidence of commissioning and testing plans for the new MDB and automation of the existing diesel generators. No commissioning records were available for these works however procedures and statement from Tungsten indicate that this was a historical once off occurrence that took place under the earlier system operation. Other Commissioning Reports were available for sighting.	
2.5	Ongoing legal/environmental/safety obligations of the asset owner are assigned and understood.	The RIA assigns responsibilities to various functions as evidenced by organisation chart and discussion with RIA staff and Minutes of Senior Management Team Meeting. The FOU Agreement between RIA and Tungsten assigns responsibilities to Contractor for management of those obligations related to the electricity licence.	4
3	ASSET DISPOSAL		4
3.1	Under-utilised and under-performing assets are identified as part of a regular systematic review process.	Key Performance Indicators (KPIs) have been developed under the FOU Agreement, and are reviewed and agreed annually by the RIA and Tungsten to ensure they continue to provide meaningful and appropriate measure to monitor the performance of the service delivery. Tungsten's Team Leaders and department meetings (3 weekly, pre-planned every 6 months) address plant problems and highlight recurring issues. Records of reactive jobs provide further evidence of plant performance. Process of review is complemented by meetings between Tungsten and the RIA.	4
3.2	The reasons for under-utilisation or poor performance are critically examined and corrective action or disposal undertaken.	Routine reports (as per item 3.1 above) are produced to highlight performance and required asset management actions. Plant performance is discussed at monthly FOU Contract meetings. Once problem areas are identified, investigations are carried out resulting in issue of "Action Plans" (eg. Action Plan Generator 7, Jan 2009)]. Corrective actions are summarised in AMP Restoration and Replacement Plans.	4

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3.3	Disposal alternatives are evaluated.	<p>The 'Disposal Plan' section of the AMP refers to the Department of Treasury & Finance "Asset Disposal Policy – August 2005" that provide guidance to the RIA to undertake the tasks necessary to identify and dispose of surplus assets.</p> <p>RIA policy for asset disposal follows DTF policy. There are no examples of asset disposal for the review period. A DTF officer is employed by the RIA to handle DTF related procedures.</p>	3
3.4	There is a replacement strategy for assets.	<p>FOU Contract sets up responsibilities for compliance with asset management requirements.</p> <p>Section 4.6 'Disposal Plan' of the AMP addresses asset replacement strategies.</p>	3
4	ENVIRONMENTAL ANALYSIS		4
4.1	Opportunities and threats in the system environment are assessed.	<p>The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP.</p> <p>A high level risk work and assessment was undertaken by the Tungsten Group and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment of the power assets on the Island. The outcomes of the workshop provided a focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the risk assessment register that have been used for assessing the power assets.</p> <p>Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk Management Framework, Risk Register, Environmental Policy and Integrated Management System Plan.</p> <p>In addition, in completing a risk assessment on the power related assets for the Island, the need to develop and publish an observation report was identified. The audit sighted the 'Rottnest Site Observations' report that predominantly relates to operational, management and health & safety and environmental issues.</p>	4

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4.2	Performance standards (availability of service, capacity, continuity, emergency response, etc) are measured and achieved.	The FOU Agreement sets performance standards. KPIs are reported yearly, monthly and reviewed quarterly. (a number of KPI are reported in annual reports, eg. Network Quality Reliability of Supply 2007-2008 Final Annual Report 2007 / 2008)	4
4.3	Compliance with statutory and regulatory requirements.	Tungsten has developed a process of internal review of the individual requirements of the electricity licence as listed in the Tungsten Electricity Reporting Compliance Audit Document. The 'License and Permit Register - Rottneest Island – Facilities Management Contract' states that Tungsten and RIA will review all obligations per the Electricity Compliance Reporting Manual in January each year.	5
4.4	Achievement of customer service levels.	The FOU Agreement stipulates KPIs which are reported yearly, monthly and reviewed quarterly. Sighted Network Quality Reliability of Supply Annual Report 2007/08. In addition, Section 6 of the AMP also sets short term, medium term and long term asset specific targets to provide a focus and strategy for the management of assets. The asset specific targets should be reviewed as part of the annual review of the AMP.	4
5	ASSET OPERATIONS		4
5.1	Operational policies and procedures are documented and linked to service levels required.	Operational policies are noted in several sections of the AMP. There was no stand alone policy document at the time of the audit, however Tungsten was preparing a draft operational policy. Operational procedures are available on the internal network. Procedures are also filed in hard copy in a master register. Performance of operational policies is evidenced through FOU Meetings and performance service levels reports.	3
5.2	Risk management is applied to prioritise operations tasks.	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk	4

Item no.	Criteria (refer AMS Effectiveness Matrix in Audit Guidelines)	Observations and results (including any potential improvements)	Effectiveness Rating (0=not performed, 1=performed informally, 2=planned & tracked, 3=well-defined, 4=quantitatively controlled, 5=continuously improving - refer 2.6)
		<p>Management Framework, Risk Register, Environmental Policy and Integrated Management System Plan.</p> <p>In addition, the 'Work Order Priorities Procedure & Definitions' is in place to guide the Power Service Coordinator or delegated qualified Electrician in assessing the Work Order and assign a priority under the criteria specified in the policy and this would suggest action required.</p>	
5.3	Assets are documented in an Asset Register including asset type, location, material, plans of components, and an assessment of assets' physical/structural condition and accounting data.	<p>Audit sighted RIA's Asset Register for Reticulation and Power Generation and confirmed that asset register contains:</p> <ul style="list-style-type: none"> - Area Description, - Asset ID; - Asset Description; - Serial Number; - Condition; GPS Details; - Electrical CAD Drawing Reference; - Work Request Details/Comments. <p>Accounting data is recorded in separate systems. All assets expenditure is captured in the financial management system used by Tungsten for the financial management of assets (Navision). The Historical Cost information for the power assets is kept in the finance asset register. The latest revaluation of the assets was performed in accordance with an independent valuation by Australian Valuation Partners Pty Ltd. Infrastructure assets have been revalued at 30 June 2008.</p>	4
5.4	Operational costs are measured and monitored.	Audit sighted detailed monthly cost reports that are provided to RIA by Tungsten for the purpose of invoicing. Actual operational costs against the budget are also reported and monitored.	4
5.5	Staff receive training commensurate with their responsibilities.	A list of electrical personnel competencies and training records were sighted by the audit.	4
6	ASSET MAINTENANCE		4

Item no.	Criteria (refer AMS Effectiveness Matrix in Audit Guidelines)	Observations and results (including any potential improvements)	Effectiveness Rating (0=not performed, 1=performed informally, 2=planned & tracked, 3=well-defined, 4=quantitatively controlled, 5=continuously improving - refer 2.6)
6.1	Maintenance policies and procedures are documented and linked to service levels required.	The AMP contains strategies and plans for maintenance. A maintenance policy is being incorporated in the draft operational policy noted in item 5.1. Maintenance procedures are available.	3
6.2	Regular inspections are undertaken of asset performance and condition.	Preventive Maintenance and Inspection schedules are on spreadsheets, inspection entries generate work orders. Records of preventative maintenance (including inspections) were provided. Team Leaders keep more detailed plant records. Operational records for generators were viewed on site. Some maintenance test reports were viewed.	4
6.3	Maintenance plans (emergency, corrective and preventative) are documented and completed on schedule.	As advised by the Tungsten Contract Manager, approx 79% of maintenance is reactive and only 21% is planned. The aim is for 30% to be planned maintenance. Preventative maintenance plans were viewed. Jobs are being logged each day, some are planned, some reactive. Job completion is monitored through Job Logging Reports on a weekly basis on the FOU meetings. Jobs are also statistically analysed, whether completed on time, reactive or planned jobs. The Tungsten Contract Manager meets with Team Leaders 1-2 times per month to confirm that jobs that have been raised were completed and to review outstanding work orders. Restoration Maintenance Forecast for next 5 years is included in the AMP. Records of preventative maintenance (including inspections) were available.	4
6.4	Failures are analysed and operational/maintenance plans adjusted where necessary.	Major failures result in operational incident reports and emergency and reactive maintenance. These are recorded in the maintenance records. Minor incidents are handled through the reactive maintenance Job Logs. The operational incident reports include investigation of causes and recommendations for corrective actions. Reports are submitted to the RIA and discussed at the FOU meetings.	4
6.5	Risk management is applied to prioritise	The 'Work Order Priorities Procedure & Definitions' is in place to guide the Power	4

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	maintenance tasks.	Service Coordinator or delegated qualified Electrician in assessing the Work Order and assign a priority under the criteria specified in the policy and this would suggest action required. Recommendation: The "Work Order Priorities Procedure & Definition" may need minor review to remove uncertainty in response. For example, one of the criteria for assessment of priority is the same for P1 (Immediate, without delay) and P2 (Urgent) response. Job Logging Reports do not show the procedure priority rating (P1-P4). (Post Audit Implementation Plan item 2.2)	
6.6	Maintenance costs are measured and monitored.	The FOU Agreement requires reporting of costs. Cost reports were viewed.	4
7	ASSET MANAGEMENT INFORMATION SYSTEM		4
7.1	Adequate system documentation for users and IT operators.	The financial system used by Tungsten for the financial management of the assets is Microsoft Dynamics Nav (Navision). Tungsten's Integrated Management System (TIMS) is used by Tungsten for asset management. Tungsten has generic (company-wide) procedures and have created some Rottneast Island specific procedures (adapted from generic). More procedures are to be converted as needed by operation. Recommendation: <ul style="list-style-type: none"> There should be evidence of users and operators awareness of procedures in use. (Post Audit Implementation Plan item 2.3) 	3
7.2	Input controls include appropriate	Controls are performed by management through review of output reports and	4

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	verification and validation of data entered into the system.	independent review by RIA Account Manager.	
7.3	Logical security access controls appear adequate, such as passwords.	Security access procedure is in place and appears adequate, requires account login and password to be authorised.	4
7.4	Physical security access controls appear adequate.	A procedure is in place. Key lock entry to office and warehouse, padlocks at gates, keys are restricted to authorised personnel. No alarms are in place.	4
7.5	Data backup procedures appear adequate.	Data backup procedure is in place, data backup carried out by corporate IT and is backed up off-site both by Tungsten and RIA.	4
7.6	Key computations related to licensee performance reporting are materially accurate.	There is a need to verify current computations independently which has been identified by Tungsten and RIA, this action is in progress. Consultants (Norman Disney & Young have been appointed to provide an independent report on the operation of systems that RIA has in place that ensure compliance with Part 2 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.	3
7.7	Management reports appear adequate for the licensee to monitor licence obligations.	The FOU contract requirements for compliance with the licence are comprehensive. However, previous audit identified that the Management reports would benefit in completeness by checking compliance to Compliance Manual. Tungsten has developed a process of internal review of the individual requirements of the electricity licence including the management reports, as listed in the Tungsten Electricity Reporting Compliance Audit Document.	4
8	RISK MANAGEMENT		4
8.1	Risk management policies and	Audit sighted Tungsten's Risk Management Plan dated 1 March 2008. The AMP outlines	4

Item no.	Criteria (refer AMS Effectiveness Matrix in Audit Guidelines)	Observations and results (including any potential improvements)	Effectiveness Rating (0=not performed, 1=performed informally, 2=planned & tracked, 3=well-defined, 4=quantitatively controlled, 5=continuously improving - refer 2.6)
	procedures exist and are being applied to minimise internal and external risks associated with the asset management system.	the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. Sighted RIA/Tungsten Risk Workshop documentation, Risk Management Plan, Risk Management Framework and Risk Register.	
8.2	Risks are documented in a risk register and treatment plans are actioned and monitored.	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. A high level risk workshop and assessment was undertaken by the Tungsten Group and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment of the power assets on the Island. The outcomes of the workshop provided a focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the Risk Register that was used for assessing the power assets. The Risk Register also outlines the further action required, allocated the responsibility for risk mitigation and states required completion date. Only one action was due at the time of the audit (3T Crane due for inspection or re-certification, risk register). The action has been completed, an inspection has been carried out by an independent inspection company and a report is available.	4
8.3	The probability and consequences of asset failure are regularly assessed.	The AMP outlines the Risk Management framework and the Risk Register is located in Appendix 1 to the AMP. A high level risk workshop and assessment was undertaken by the Tungsten Group and the RIA in late April 2008. The workshop provided a high level risk profile of the assets and has been utilised to compile a risk assessment of the power assets on the Island. The outcomes of the workshop provided a focus on the potential consequences relating to the risks associated with the power assets. This was then developed into the risk assessment register that have been used for assessing the power assets.	4

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9	CONTINGENCY PLANNING		4
9.1	Contingency plans are documented, understood and tested to confirm their operability and to cover higher risks.	<p>The Tungsten “Rottnest Island Electrical Service Recovery Plan” dated January 2009 is in place providing different scenarios and action plans. A schedule for Electrical Service Recovery Plan drill is included at the back of the plan.</p> <p>According the schedule, each month a different scenario is to be tested. As advised by the Tungsten Contract Manager, one scenario has been performed to date. This was based on a simulated phone call and they went through the process and documented what was done. The process was subsequently reviewed and refined.</p> <p>In addition, the RIA also has the ‘Local Emergency Management Arrangements’ and the ‘Rottnest Island Evaluation Arrangements and Planning Guidelines’ in place.</p> <p>Recommendation:</p> <p>Test the contingency planning scenarios as per the schedule. (Post Audit Implementation Plan item 2.4)</p>	4
10	FINANCIAL PLANNING		4
10.1	The financial plan states the financial objectives and strategies and actions to achieve the objectives.	The RIA has prepared a “Rottnest Island Strategic Development Plan 2009-10 – 2013-14” (Draft) (SDP) which covers corporate management and governance initiatives to deliver business objectives. In addition power budgets have been prepared as part of the AMP, eg. 5 year "Restoration and Replacement Plan 2008".	4
10.2	The financial plan identifies the source of funds for capital expenditure and recurrent costs.	The SDP identifies the sourcing of funds for capital expenditure and recurrent costs.	4
10.3	The financial plan provides projections of operating statements (profit and loss) and statement of financial position	The SDP provides projections of operating statements (profit and loss) and statement of financial position (balance sheets).	4

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	(balance sheets).		
10.4	The financial plan provides firm predictions on income for the next five years and reasonable indicative predictions beyond this period.	The SDP includes firm predictions on income up to 2014. Indicative predictions beyond this period are also included.	4
10.5	The financial plan provides for the operations and maintenance, administration and capital expenditure requirements of the services.	The AMP provides expenditure and budget forecasts for operations and maintenance, administration and capital expenditure.	4
10.6	Significant variances in actual/budget income and expenses are identified and corrective action taken where necessary.	Variations in actual and budget income and expenses are identified in monthly reports from Tungsten. Variations are reviewed by RIA FOU Contract Manager. Queries are raised on Tungsten. Issues are discussed at FOU meetings. Separate review carried out by the Finance Committee and output documentation forms part of the Board Agenda.	4
11	CAPITAL EXPENDITURE PLANNING		4
11.1	There is a capital expenditure plan that covers issues to be addressed, actions proposed, responsibilities and dates.	FOU Contract sets the responsibility for capital works budgets onto contractor, TG (Oct.2007 onwards). Prior to Oct 2007. Transfield Services prepared the Capital Works Budget for 2007-08 (Sep 2007). The AMP by Tungsten includes the capital expenditure plan ("Reinstatement / Replacement Plan"). The plan includes forecast capital expenditure for asset replacement/renewal for 5 years to 2012/13.	4
11.2	The plan provides reasons for capital expenditure and timing of expenditure.	The AMP provides reasons for capital expenditure and timing of expenditure. Audit sighted all supporting documentation.	4
11.3	The capital expenditure plan is consistent with the asset life and condition identified in the asset	The Asset Register and the Replacement Plan are generally consistent in identifying plant condition. Some items of plant are shown as needing maintenance in asset register but are not listed in Restoration/Replacement Plan within the AMP (eg. Cooling Towers	3

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	management plan.	Gen-Set 2 and 5). Recommendation: Review the Asset Register against the Replacement Plan for consistency and update as necessary. (Post Audit Implementation Plan item 2.5)	
11.4	There is an adequate process to ensure that the capital expenditure plan is regularly updated and actioned.	The FOU Contract requires Tungsten to update the AMP on a yearly basis. The AMP is subject to a process of review between Tungsten and the RIA.	4
12	REVIEW OF AMS		4
12.1	A review process is in place to ensure that the asset management plan and the asset management system described therein are kept current.	The FOU Contract requires regular review and updates yearly. Section 8 of the AMP provides for review of the AMP on an annual basis. The annual review shall analyse and identify areas for improvements.	4
12.2	Independent reviews (e.g. internal audit) are performed of the asset management system.	Mr D English, Tungsten Business Improvement Manager is to carry out an independent review of the AMS. The review has been scheduled for mid January 2010.	4

4.4 Conclusion

The review of the asset management system shows that there has been a significant improvement in processes since the previous review with all previous recommendations having been implemented.

For the audit period of 1st February 2008 to 31st March 2009, the review concluded that effective asset management processes are operating and are quantitatively controlled. There were no major exceptions.

Several opportunities for further improvements have been recommended in the Post-Audit Implementation Plan.

END OF REPORT