

Rottnest Island Authority

**Performance Audit and
Asset Management System Review 2011
(Electricity Licence)**

**Report
July 2011**



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Executive Summary

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). There were no major changes in the licence or the licensee's business activities since the previous audit.

There are currently approximately 100 customers comprising 35 businesses and 65 residents related to those businesses. The facilities management is contracted to Programmed Facility Management (PFM) and the electricity billing is handled by Sunco Property (housing) and McGees Property (commercial).

The electricity assets comprise:

- Seven diesel generating sets of which five dual fuel 300 kW Cummins sets are aged 16 years and over and two low load Diesel & Wind systems 410 kW generators installed recently (two generators are planned for replacement);
- A 600 kW wind turbine generator;
- Four High Voltage (HV) Transmission lines of which 4.55 km are above ground and 6.02km underground;
- Seven Low Voltage (LV) feeders and service lines to customers; and
- Substations, Transformers, SCADA control system, distribution boards, switchgear, air compressor, cooling towers, fuel pump, diesel fuel tanks and miscellaneous assets.

This Performance Audit/Asset Management System Review has been conducted in order to assess the licensee's level of compliance with the conditions of its licence and the effectiveness of its asset management system.

The audit covered the period from 1st April 2009 to 31st March 2011 inclusive.

PERFORMANCE AUDIT

Previous Post Audit Action Plan

The audit reviewed the action taken on previous audit recommendations (for the period 1st February 2008 to 31st March 2009) and confirmed that out of the 29 previous audit recommendations, 19 have been completed, 5 are no longer applicable, and 5 are still outstanding. This demonstrates that there has been an improvement in compliance with the licence conditions. The outstanding issues concerned:

- Not publishing required information (independent auditor report per clause 26(1) of the Network Quality and Reliability Supply (NQRS) Code and NQRS Report) within the required timeframes under clause 27(1) of the NQRS Code;
- Not providing required information (independent auditor report per clause 26(1) of the Network Quality and Reliability Supply (NQRS) Code and NQRS Report) to the Authority and to the Minister within the required timeframe under clause 27(3) of the Network Quality and Reliability Supply Code.
- Not providing an annual written notice to eligible customers under clause 21(3) of the Electricity Industry Network Quality and Reliability of Supply Code;
- Review and update the PFM Meter Readings – Monthly work procedure to include the requirements of clauses 5.24(2) and 5.24(3) of the Electricity Industry Metering Code.

These issues are noted in the Summary of Issues and Recommendations below.

Summary of Issues and Recommendations

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 Integrated Regional Licence performance and quality standards during the audit period 1st April 2009 to 31st March 2011 apart from 12 non-compliances out of 196 obligations (6.1%) as noted below:

Compliance Reporting Obligations

- Not providing required information (2010 Compliance Report and 2010 Data Sheets) to the Authority within the required timeframes under clause 16.1 of the EIRL3 Licence;
- Not providing all required information to the Authority and to the Minister within the required timeframes under clause 13.15(3) of the Code of Conduct (no evidence could be located in RIA's records of the 2009 Code of Conduct Report being provided to the Authority or to the Minister);
- Not publishing required information (independent auditor report per clause 26(1) of the Network Quality and Reliability Supply (NQRS) Code and NQRS Report) within the required timeframes under clause 27(1) of the NQRS Code;
- Not providing required information (independent auditor report per clause 26(1) of the Network Quality and Reliability Supply (NQRS) Code and NQRS Report) to the Authority and to the Minister within the required timeframe under clause 27(3) of the Network Quality and Reliability Supply Code.

Other Obligations

- Not including the minimum prescribed information (the due date and a consumption graph or bar chart) on the customer's bill under clauses 4.5(1) and 5.1 of the Code of Conduct;
- No annual written notice to customers of the RIA's obligations to make any service standard payments to the customer under Part 14 of the Code of Conduct and under any other legislation in Western Australia, as required under clause 10.3A of the Code of Conduct;
- Not publishing on its website information on distribution standards and monitoring arrangements prescribed or adopted as required under clause 10.8(2) of the Code of Conduct;
- Insufficient monitoring of meters and metering installations for compliance with clauses 3.1, 3.5(3) and 3.9(3) of the Electricity Industry Metering Code (3 obligations);
- Not calculating and reporting the average total length of interruptions of supply over a four year period as required under clause 13(3) of the Network Quality and Reliability of Supply Code (reporting was over three years in 2009 and 2010); and
- Not providing an annual written notice to eligible customers under clause 21(3) of the Electricity Industry Network Quality and Reliability of Supply Code.

These are largely historical issues that should be rectified in future by implementing the recommended improvements in the RIA's compliance framework.

Other improvements identified concerned the following:

- Update the information on meter testing in the Customer Service Charter to make it consistent with Appendix 1 of the Metering Code i.e. accuracy of +/- 1.5%;
- Update the Customer Service Charter for the requirements of clauses 14.1(1) and 14.2(1) of the Code of Conduct;

- Extend monitoring to report on all interruption times and durations, including distribution, as required under clause 12(3) Network Quality and Reliability of Supply Code;
- Update the details of the registered metering installation provider on RIA's website to reflect the change of provider's name, under clause 3.29 of the Electricity Industry Metering Code;
- Update the PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar as recommended in this audit; and
- Review and update the PFM Meter Readings – Monthly work procedure to include the requirements of clauses 5.24(2) and 5.24(3) of the Electricity Industry Metering Code.

The audit confirmed the RIA has complied with its compliance reporting obligations for the period 1st July 2008 to 30th June 2010 apart from four exceptions noted above.

The audit made several recommendations to RIA to improve the strength of its internal controls over compliance reporting obligations. Otherwise, the control environment is considered adequate.

ASSET MANAGEMENT SYSTEM REVIEW

The review of the asset management system showed that there has been continuous improvement in processes since the previous review in July 2009.

The operation and maintenance functions at Rottneest Island are performed by Programmed Facilities Management (PFM) under a contractual agreement with the Rottneest Island Authority. A new Asset Management Plan and a new system (Maximo) have been introduced for the management of the assets. The previous system (Navision) is still in use for some of the functions. The two systems provide additional verification capability for some of the data and reports.

All previous recommendations have been actioned. However due to the change in systems and personnel, some aspects of the system and some of the new procedures require further development.

In most areas, there are opportunities for further improvement as summarised below:

- The Asset Management Plan should have a more explicit definition of service levels and related key performance indicators (KPI);
- Demand forecasting needs to be addressed again in the next Asset Management Plan update;
- Regular assessment and reporting of KPIs at management level would assist in monitoring and maintaining licence compliance;
- Plant security may need to be added to the Risk Mitigation Plan;
- The Risk Register should include updates on the status of policies and action to mitigate risks;
- Contingency plan testing needs further attention; and
- The asset management system should be reviewed by independent groups such as internal audit.

Overall, the review has found sufficient evidence to conclude that the Licensee has adequate policies and commitment for an effective asset management system which complies with the requirements of the Licence.

POST AUDIT IMPLEMENTATION PLAN

The Post-Audit Implementation Plan in Appendix A provides a summary of the issues and recommendations from the performance audit and asset management system review with management responses from the Rottneest 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. The RIA has agreed to implement the recommended actions.

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

17 AUGUST 2011

Rottnest Island Authority

**Performance Audit and
Asset Management System Review 2011
(Electricity Licence)**

**Detailed Report
- Introduction
July 2011**

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).

The RIA is required to comply with the terms and conditions of their licence, including applicable legislative provisions and performance reporting as set out in their licence and the Electricity Compliance Reporting Manual (July 2010).

There are currently approximately 100 customers comprising 35 businesses and 65 residents related to those businesses. The facilities management is contracted to Programmed Facility Management (PFM) and the electricity billing is handled by Sunco Property and McGees Property.

This Performance Audit/Asset Management System Review has been conducted in order to assess the licensee's level of compliance with the conditions of its licence and the effectiveness of its asset management system.

Our audit approach was based on the compliance obligations set out in the licence, applicable legislation and the Audit Guidelines issued by the Authority in August 2010.

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:

- **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 reporting** – the completeness and accuracy of the compliance and performance reports provided to the Authority; and
- **compliance with any individual licence conditions** - the requirements imposed on the specific licensee by the Authority or specific issues 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 System Review

The objective of the review was to assess the adequacy and effectiveness of the asset management system in place for the undertaking, maintenance and monitoring of the electricity plant.

The scope of the review included an assessment of the adequacy and effectiveness of the asset management system by evaluating the key processes of:

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

The review assessed the status of the previous review recommendations and also identified areas where improvement is required.

2.2 Audit Period and Timing

The audit covered the period 1st April 2009 to 31st March 2011 inclusive and was conducted from 9th May 2011 to 22nd June 2011.

The previous audit covered the period 1st February 2008 to 31st March 2009 inclusive.

2.3 Licensee's Representatives Participating in the Audit

- Desiree Kerr – Manager Facilities, Operations and Utilities, RIA
- Richard Warby – Senior Contract Manager, PFM
- Michael Wrigley – Compliance and Utilities Manager, PFM
- Dino Ajid – Facilities Supervisor, PFM
- Steve King – Sunco Property (re billing)
- Karen Weymouth – Sunco Property (re billing)
- Cate Duck – McGees Property (re billing)
- Sjaan Ketting - McGees Property (re billing).

2.4 Key Documents Examined

Performance Audit

- Rottnest Island Authority Integrated Regional Licence (EIRL3), Version 3, 13 January 2011
- Audit Report Rottnest Island Electricity Licence Operational/ Performance Audit and Asset Management Review dated June 2009
- Post Audit Implementation Plan Rottnest Island Electricity Licence Operational/ Performance Audit and Asset Management Review dated June 2009
- Standard Form Contract for the Supply of Electricity on Rottnest Island
- Operation of Electrical Services Customer Service Charter June 2009
- Rottnest Island Facilities, Operations and Utilities Management Agreement between Rottnest Island Authority and Programmed Facility Management (PFM)
- Annual compliance certificate by Sunco Property and McGees Property to confirm acknowledgement and understanding of their obligations outlined in the Code of Conduct
- PFM License and Permit Register – Rottnest Island – Facilities Management Contract
- PFM Licence Compliance Guide
- PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar
- PFM Restoration Priority Register
- PFM Meter Installation and Calibration work procedure
- PFM Standing Data Items Compliance Review procedure
- PFM Electricity Customer Complaints Procedure
- PFM Electrical Complaints Reporting Register
- PFM Meter Reading – Monthly work procedure
- Rottnest Island Meter Database
- PFM Information Technology Disaster Recovery Plans
- PFM ICT Security Policy
- PFM Voltage and Harmonic Fluctuation Monitoring work procedure
- PFM Incident Investigation Reports
- Rottnest Island Electrical Services Recovery Plan
- PFM 11kV System Isolation/Disconnection work procedure
- 2009 and 2010 Network Quality and reliability of Supply audit reports

- 2008/09 and 2009/10 Network Quality and Reliability of Supply Reports
- 2009 and 2010 Code of Conduct Report
- 2010 Data Sheets
- 2010 Compliance Report to the Authority
- Correspondence between the RIA and the Authority, RIA and PFM, and RIA and Sunco Property and McGees Property

Asset Management System Review

- 2010 Asset Management Plan (January 2011)
- Rottnest Island Management Plan 2009 – 2014
- Rottnest Island Strategic Development Plan 2011-16
- 2009 and 2010 Network Quality and reliability of Supply audit reports;
- 2008/09 and 2009/10 Network Quality and Reliability of Supply Reports;
- Status of PAIP items from licence audits 2009 - updated 10 Dec 2010
- Risk Management Plan 2011 v2
- Rottnest Island Asset Risk Mitigation Plan (Rev C)
- RIA/PFM Facilities, Operations and Utilities Meeting Minutes - May 2010 to March 2011
- PFM Electricity Compliance Procedure
- PFM Licence Compliance Guide
- PFM Licence Compliance Report
- Installation Report Power Generation April 2010
- Measurement Log Power Generation
- Generator Initial Operation/Acceptance
- Genset History
- PFM Electricity Customer Complaints Procedure
- Electrical customer complaints 2010-2011
- IBC Update List
- LCC Model of Critical Infrastructure
- IBC Upgrading of Diesel Bund Tank
- 001 IBC Abbot Street Geordie Transformers
- 002 IBC Gen set 3
- 003 IBC Gen set 5
- 017 IBC Fence Required for HV Switch Gear
- 023 IBC Power Distribution Works
- 2010 - 2011 Operational Outages
- 2010 - 2011 Planned Outages
- Rottnest Fuel Use Efficiencies
- Historical Power Production Data
- KPI Power Generation costs November – February
- Notification of Outage
- Loss Investigation Report Non Injury
- Incident/Hazard Reports
- Work Order Priorities Procedure and Definitions
- Electrical Services Recovery Plan
- Overhead Lines PM Maximo screenshot - Overhead maintenance
- Programmed Group Password Policy
- Work Order Details.

2.5 Performance Audit - 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
NOT APPLICABLE	N/A	Determined that the compliance obligation does not apply to the licensee's business operations
NOT RATED	N/R	No relevant activity took place during the audit period, therefore it is not possible to assess compliance

2.6 Asset Management System Review - Effectiveness Ratings

The adequacy of processes and policies, and the performance of the key processes were assessed using the scales described in the tables below. The overall effectiveness rating for each asset management process is based on a combination of the process and policy adequacy rating and the performance rating.

Asset management process and policy definition - Adequacy ratings

RATING	DESCRIPTION	CRITERIA
A	Adequately defined	<ul style="list-style-type: none"> Processes and policies are documented. Processes and policies adequately document the required performance of the assets. Processes and policies are subject to regular reviews, and updated where necessary. The asset management information system(s) are adequate in relation to the assets that are being managed.
B	Requires some improvement	<ul style="list-style-type: none"> Process and policy documentation requires improvement. Processes and policies do not adequately document the required performance of the assets. Reviews of processes and policies are not conducted regularly enough. The asset management information system(s) require minor improvements (taking into consideration the assets that are being managed).
C	Requires significant improvement	<ul style="list-style-type: none"> Process and policy documentation is incomplete or requires significant improvement. Processes and policies do not document the required performance of the assets. Processes and policies are significantly out of date. The asset management information system(s) require significant improvements (taking into consideration the assets that are being managed).
D	Inadequate	<ul style="list-style-type: none"> Processes and policies are not documented. The asset management information system(s) is not for purpose (taking into consideration the assets that are being managed).

Asset management process - Performance ratings

RATING	DESCRIPTION	CRITERIA
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1	Performing effectively	<ul style="list-style-type: none"> The performance of the process meets or exceeds the required levels of performance. Process effectiveness is regularly assessed, and corrective action taken where necessary.
2	Opportunity for improvement	<ul style="list-style-type: none"> The performance of the process requires some improvement to meet the required level. Process effectiveness reviews are not performed regularly enough. Process improvement opportunities are not actioned.
3	Corrective action required	<ul style="list-style-type: none"> The performance of the process requires significant improvement to meet the required level. Process effectiveness reviews are performed irregularly, or not at all. Process improvement opportunities are not actioned.
4	Some action required	<ul style="list-style-type: none"> Process is not performed, or the performance is so poor that the process is considered to be ineffective.

2.7 Audit Team

The audit/review was conducted by:

- Geoff White – Director
- Andrea Stefkova – Senior Consultant
- Mike Zammit – Director – Qualeng.

Rottnest Island Authority

**Performance Audit and
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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.

No.	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, N/A = not applicable, N/R = not rated)							
							1	2	3	4	5	N/A	N/R	
	Electricity Industry Transfer Code	Cl. 5.1										✓		
	Electricity Industry (Obligation to Connect) Code	Cl. 5.1										✓		
	Electricity Industry (Licence Conditions) Regulations	Cl. 5.1										✓		
	ELECTRICITY INDUSTRY ACT – LICENCE CONDITIONS AND OBLIGATIONS													
81	Electricity Industry Act Section 13(1)	Cl. 14	1	C	Low	Strong						✓		
82	Electricity Industry Act Section 14(1)(a)	Cl. 20.1	3	C	High	Strong						✓		
83	Electricity Industry Act Section 14(1)(b)	Cl. 20.2&3	1	C	Low	Strong						✓		
84	Electricity Industry Act Section 14(1)(c)	Cl. 20.4 to 7	1	C	Low	Strong						✓		
85	Electricity Industry Act Section 17(1)	Cl. 4.1	1	C	Low	Moderate					✓			
86	Electricity Industry Act Section 31(3)	Cl. 5.1	3	C	High	Strong						✓		
87	Electricity Industry Act Section 41(6)	Cl. 5.1										✓		
88	Electricity Industry Act Section 54(1)	Cl. 24.1	1	C	Low	Strong						✓		
89	Electricity Industry Act Section 54(2)	Cl. 25.4	1	C	Low	Strong							✓	
90	Electricity Industry Act Section 62(1)(b)	Cl. 5.1										✓		
91	Electricity Industry Act Section 64(2)	Cl. 5.1										✓		
92	Electricity Industry Act Section 65(d)	Cl. 5.1										✓		
93	Electricity Industry Act Section 76	Cl. 27.1										✓		
94	Electricity Industry Act Section 101	Cl. 19.1	1	C	Low	Strong						✓		
95	Electricity Industry Act Section 115(1)	Cl. 5.1										✓		
96	Electricity Industry Act Section 115(2)	Cl. 5.1										✓		
	ELECTRICITY LICENCES - LICENCE CONDITIONS AND OBLIGATIONS													
97	Electricity Industry Act Section 11	Cl. 23.1										✓		
98	Electricity Industry Act Section 11	Cl. 23.2										✓		
99	Electricity Industry Act Section 11	Cl. 24.2	1	C	Low	Strong						✓		
100	Electricity Industry Act Section 11	Cl. 24.3	1	C	Low	Strong						✓		
101	Electricity Industry Act Section 11	Cl. 25.1	1	C	Low	Strong						✓		

No.	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, N/A=not applicable, N/R=not rated)							
							1	2	3	4	5	N/A	N/R	
		to 4												
102	Electricity Industry Act Section 11	Cl. 5.1	1	C	Low	Strong						✓		
103	Electricity Industry Act Section 11	Cl. 5.1	2	C	Med	Strong							✓	
104	Electricity Industry Act Section 11	Cl. 5.1	1	C	Low	Strong						✓		
105	Electricity Industry Act Section 11	Cl. 12.1	2	C	Med	Strong						✓		
106	Electricity Industry Act Section 11	Cl. 13											✓	
107	Electricity Industry Act Section 11	Cl. 14.2	2	C	Med	Strong						✓		
108	Electricity Industry Act Section 11	Cl. 20.5	2	C	Med	Moderate					✓			
109	Electricity Industry Act Section 11	Cl. 5.1										✓		
110	Electricity Industry Act Section 11	Cl. 16.1	1	C	Low	Weak		✓						
111	Electricity Industry Act Section 11	Cl. 17	1	C	Low	Strong							✓	
112	Electricity Industry Act Section 11	Cl. 18	1	C	Low	Strong						✓		
	CODE OF CONDUCT – LICENCE CONDITIONS AND OBLIGATIONS													
113	Code of Conduct clause 2.1	Cl. 5.1											✓	
114	Code of Conduct clause 2.2	Cl. 5.1											✓	
115	Code of Conduct clause 2.3 (1)	Cl. 5.1											✓	
116	Code of Conduct clause 2.3 (2)	Cl. 5.1											✓	
117	Code of Conduct clause 2.3 (3)	Cl. 5.1											✓	
118	Code of Conduct clause 2.4 (1)	Cl. 5.1	2	C	Med	Strong							✓	
119	Code of Conduct clause 2.4 (2)	Cl. 5.1	2	C	Med	Strong							✓	
120	Code of Conduct clause 2.4 (3)	Cl. 5.1	2	C	Med	Strong							✓	
121	Code of Conduct clause 2.4 (4)	Cl. 5.1											✓	
122	Code of Conduct clause 2.5 (1)	Cl. 5.1											✓	
123	Code of Conduct clause 2.5 (2)	Cl. 5.1											✓	
124	Code of Conduct clause 2.5 (3)	Cl. 5.1											✓	
125	Code of Conduct clause 2.5 (4)	Cl. 5.1											✓	
126	Code of Conduct clause 2.5 (5)	Cl. 5.1	2	C	Med	Strong						✓		
127	Code of Conduct clause 2.6 (1)	Cl. 5.1											✓	
128	Code of Conduct clause 2.6 (2)	Cl. 5.1											✓	
129	Code of Conduct clause 2.6 (3)	Cl. 5.1											✓	
130	Code of Conduct clause 2.6 (4)	Cl. 5.1											✓	
131	Code of Conduct clause 2.6 (5)	Cl. 5.1											✓	
132	Code of Conduct clause 2.6 (6)	Cl. 5.1											✓	
133	Code of Conduct clause 2.6 (7), (8)	Cl. 5.1											✓	
134	Code of Conduct clause 2.7 (1)	Cl. 5.1											✓	
135	Code of Conduct clause 2.7 (2)	Cl. 5.1											✓	
136	Code of Conduct clause 2.7 (3)	Cl. 5.1											✓	
137	Code of Conduct clause 2.7 (4)	Cl. 5.1											✓	
138	Code of Conduct clause 2.7 (5)	Cl. 5.1											✓	
139	Code of Conduct clause 2.8	Cl. 5.1	2	C	Med	Strong						✓		
140	Code of Conduct clause 2.11 (1)	Cl. 5.1											✓	
141	Code of Conduct clause 2.11 (2)	Cl. 5.1											✓	
142	Code of Conduct clause 3.1 (1)	Cl. 5.1											✓	
143	Code of Conduct clause 3.1 (2)	Cl. 5.1											✓	
144	Code of Conduct clause 4.1	Cl. 5.1	1	C	Low	Strong						✓		

No.	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, N/A=not applicable, N/R=not rated)						
							1	2	3	4	5	N/A	N/R
145	Code of Conduct clause 4.2 (2)	Cl. 5.1	1	C	Low	Strong							✓
146	Code of Conduct clause 4.2 (3)	Cl. 5.1	1	B	Low	Strong							✓
147	Code of Conduct clause 4.2 (4)	Cl. 5.1	1	C	Low	Strong							✓
148	Code of Conduct clause 4.2 (5)	Cl. 5.1	1	C	Low	Strong							✓
149	Code of Conduct clause 4.2 (6)	Cl. 5.1	1	C	Low	Strong							✓
150	Code of Conduct clause 4.3 (1)	Cl. 5.1	1	C	Low	Strong							✓
151	Code of Conduct clause 4.3 (2)	Cl. 5.1	1	C	Low	Strong							✓
152	Code of Conduct clause 4.4	Cl. 5.1	1	C	Low	Strong					✓		
153	Code of Conduct clause 4.5 (1)	Cl. 5.1	1	B	Low	Weak		✓					
154	Code of Conduct clause 4.5 (3)	Cl. 5.1	1	C	Low	Strong							✓
155	Code of Conduct clause 4.6 (1)	Cl. 5.1	1	C	Low	Strong					✓		
156	Code of Conduct clause 4.6 (2)	Cl. 5.1	1	C	Low	Strong							✓
157	Code of Conduct clause 4.7	Cl. 5.1	1	C	Low	Strong					✓		
158	Code of Conduct clause 4.8 (1)	Cl. 5.1	1	C	Low	Strong							✓
159	Code of Conduct clause 4.8 (2)	Cl. 5.1	1	C	Low	Strong							✓
160	Code of Conduct clause 4.8 (3)	Cl. 5.1	1	B	Low	Strong							✓
161	Code of Conduct clause 4.9	Cl. 5.1	1	C	Low	Strong							✓
162	Code of Conduct clause 4.10	Cl. 5.1	1	C	Low	Strong							✓
163	Code of Conduct clause 4.11 (1)	Cl. 5.1	1	C	Low	Strong							✓
164	Code of Conduct clause 4.11 (2)	Cl. 5.1	1	C	Low	Moderate							✓
165	Code of Conduct clause 4.12 (1)	Cl. 5.1										✓	
166	Code of Conduct clause 4.13	Cl. 5.1										✓	
167	Code of Conduct clause 4.14 (1)	Cl. 5.1	1	C	Low	Strong							✓
168	Code of Conduct clause 4.14 (2)	Cl. 5.1	1	C	Low	Strong							✓
169	Code of Conduct clause 4.15 (1)	Cl. 5.1	1	C	Low	Strong					✓		
170	Code of Conduct clause 4.15 (2)	Cl. 5.1	1	C	Low	Strong							✓
171	Code of Conduct clause 4.16	Cl. 5.1	1	C	Low	Strong					✓		
172	Code of Conduct clause 4.17 (1)	Cl. 5.1	1	C	Low	Strong					✓		
173	Code of Conduct clause 4.17 (2)	Cl. 5.1	1	C	Low	Strong					✓		
174	Code of Conduct clause 4.18 (2)	Cl. 5.1	1	C	Low	Strong							✓
175	Code of Conduct clause 4.19 (2)	Cl. 5.1	1	C	Low	Strong							✓
176	Code of Conduct clause 4.19 (3)	Cl. 5.1	1	C	Low	Strong							✓
177	Code of Conduct clause 4.19 (4)	Cl. 5.1	1	C	Low	Strong							✓
178	Code of Conduct clause 5.1	Cl. 5.1	1	C	Low	Weak		✓					
179	Code of Conduct clause 5.2 (1)	Cl. 5.1	1	C	Low	Strong					✓		
180	Code of Conduct clause 5.2 (2)	Cl. 5.1	1	C	Low	Strong					✓		
181	Code of Conduct clause 5.3	Cl. 5.1	1	C	Low	Strong							✓
182	Code of Conduct clause 5.4	Cl. 5.1	1	C	Low	Strong							✓
183	Code of Conduct clause 5.5	Cl. 5.1										✓	
184	Code of Conduct clause 5.6 (1)	Cl. 5.1										✓	
185	Code of Conduct clause 5.6 (2)	Cl. 5.1										✓	
186	Code of Conduct clause 5.6 (3)	Cl. 5.1										✓	
187	Code of Conduct clause 5.6 (4)	Cl. 5.1										✓	
188	Code of Conduct clause 5.7 (1)	Cl. 5.1	1	C	Low	Strong					✓		
189	Code of Conduct clause 5.7 (2)	Cl. 5.1	1	C	Low	Strong							✓

No.	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, N/A=not applicable, N/R=not rated)						
							1	2	3	4	5	N/A	N/R
190	Code of Conduct clause 5.7 (4)	Cl. 5.1	1	C	Low	Strong					✓		
191	Code of Conduct clause 5.8 (1)	Cl. 5.1	1	C	Low	Strong					✓		
192	Code of Conduct clause 5.8 (2)	Cl. 5.1										✓	
193	Code of Conduct clause 5.8 (3)	Cl. 5.1	1	C	Low	Strong							✓
194	Code of Conduct clause 6.1 (1)	Cl. 5.1										✓	
195	Code of Conduct clause 6.1 (2)	Cl. 5.1										✓	
196	Code of Conduct clause 6.1 (3)	Cl. 5.1										✓	
197	Code of Conduct clause 6.2 (1)	Cl. 5.1										✓	
198	Code of Conduct clause 6.2 (2)	Cl. 5.1										✓	
199	Code of Conduct clause 6.2 (3)	Cl. 5.1										✓	
200	Code of Conduct clause 6.3	Cl. 5.1										✓	
201	Code of Conduct clause 6.4 (1)	Cl. 5.1										✓	
202	Code of Conduct clause 6.4 (2)	Cl. 5.1										✓	
203	Code of Conduct clause 6.6 (1)	Cl. 5.1										✓	
204	Code of Conduct clause 6.6 (2)	Cl. 5.1										✓	
205	Code of Conduct clause 6.7	Cl. 5.1										✓	
206	Code of Conduct clause 6.8	Cl. 5.1										✓	
207	Code of Conduct clause 6.9 (1)	Cl. 5.1										✓	
208	Code of Conduct clause 6.9 (2)	Cl. 5.1										✓	
209	Code of Conduct clause 6.10 (1)	Cl. 5.1										✓	
210	Code of Conduct clause 6.10 (2)	Cl. 5.1										✓	
211	Code of Conduct clause 6.10 (3)	Cl. 5.1										✓	
212	Code of Conduct clause 6.10 (4)	Cl. 5.1										✓	
213	Code of Conduct clause 6.10 (5)	Cl. 5.1										✓	
214	Code of Conduct clause 6.10 (7)	Cl. 5.1										✓	
215	Code of Conduct clause 6.11	Cl. 5.1	1	C	Low	Strong							✓
216	Code of Conduct clause 7.1	Cl. 5.1	2	C	Med	Strong							✓
217	Code of Conduct clause 7.2	Cl. 5.1	2	C	Med	Strong							✓
218	Code of Conduct clause 7.3	Cl. 5.1										✓	
219	Code of Conduct clause 7.4	Cl. 5.1	2	C	Med	Strong							✓
220	Code of Conduct clause 7.5	Cl. 5.1	2	C	Med	Strong							✓
221	Code of Conduct clause 7.6	Cl. 5.1	3	C	High	Strong							✓
222	Code of Conduct clause 7.7 (1)	Cl. 5.1	3	C	High	Strong							✓
223	Code of Conduct clause 7.7 (2)	Cl. 5.1	3	C	High	Strong							✓
224	Code of Conduct clause 8.1 (1)	Cl. 5.1	2	C	Med	Strong							✓
225	Code of Conduct clause 8.1 (2)	Cl. 5.1										✓	
226	Code of Conduct clause 8.2	Cl. 5.1										✓	
227	Code of Conduct clause 8.3 (1)	Cl. 5.1	2	C	Med	Strong					✓		
228	Code of Conduct clause 8.3 (2)	Cl. 5.1										✓	
229	Code of Conduct clause 9.2 (2)	Cl. 5.1										✓	
230	Code of Conduct clause 9.3 (1)	Cl. 5.1										✓	
231	Code of Conduct clause 9.3 (2)	Cl. 5.1										✓	
232	Code of Conduct clause 9.3 (3)	Cl. 5.1										✓	
233	Code of Conduct clause 9.4	Cl. 5.1										✓	
234	Code of Conduct clause 9.5 (1), (2), (3)	Cl. 5.1										✓	

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							1	2	3	4	5	N/A	N/R	
235	Code of Conduct clause 9.5 (4)	Cl. 5.1										✓		
236	Code of Conduct clause 9.5 (5)	Cl. 5.1										✓		
237	Code of Conduct clause 9.6 (1)	Cl. 5.1										✓		
238	Code of Conduct clause 9.6 (2)	Cl. 5.1										✓		
239	Code of Conduct clause 9.6 (3)	Cl. 5.1										✓		
240	Code of Conduct clause 9.7	Cl. 5.1										✓		
241	Code of Conduct clause 9.8	Cl. 5.1										✓		
242	Code of Conduct clause 9.9	Cl. 5.1										✓		
243	Code of Conduct clause 9.10 (1)	Cl. 5.1										✓		
244	Code of Conduct clause 9.10 (2)	Cl. 5.1										✓		
245	Code of Conduct clause 9.10 (4)	Cl. 5.1										✓		
246	Code of Conduct clause 9.11(1)	Cl. 5.1										✓		
247	Code of Conduct clause 9.11 (2), (7)	Cl. 5.1										✓		
248	Code of Conduct clause 9.11 (3)	Cl. 5.1										✓		
249	Code of Conduct clause 9.11 (4)	Cl. 5.1										✓		
250	Code of Conduct clause 9.11 (6)	Cl. 5.1										✓		
251	Code of Conduct clause 9.12	Cl. 5.1										✓		
252	Code of Conduct clause 9.13 (1)	Cl. 5.1										✓		
253	Code of Conduct clause 9.13 (2), (3)	Cl. 5.1										✓		
254	Code of Conduct clause 9.14 (2), (3)	Cl. 5.1										✓		
255	Code of Conduct clause 10.1 (1)	Cl. 5.1	2	C	Med	Strong					✓			
256	Code of Conduct clause 10.1 (2)	Cl. 5.1	2	C	Med	Strong							✓	
257	Code of Conduct clause 10.1 (3)	Cl. 5.1	1	B	Low	Strong							✓	
258	Code of Conduct clause 10.2 (1)	Cl. 5.1	1	B	Low	Strong					✓			
259	Code of Conduct clause 10.2 (2)	Cl. 5.1	1	B	Low	Strong					✓			
260	Code of Conduct clause 10.2 (3)	Cl. 5.1	1	B	Low	Strong					✓			
261	Code of Conduct clause 10.2 (4)	Cl. 5.1	1	B	Low	Strong					✓			
262	Code of Conduct clause 10.3	Cl. 5.1										✓		
263	Code of Conduct clause 10.3A	Cl. 5.1	1	B	Low	Weak		✓						
264	Code of Conduct clause 10.4	Cl. 5.1	1	B	Low	Strong							✓	
265	Code of Conduct clause 10.5	Cl. 5.1	1	B	Low	Strong							✓	
266	Code of Conduct clause 10.6	Cl. 5.1	1	B	Low	Strong							✓	
267	Code of Conduct clause 10.7 (1)	Cl. 5.1	1	B	Low	Strong					✓			
268	Code of Conduct clause 10.7 (2)	Cl. 5.1	1	B	Low	Strong					✓			
269	Code of Conduct clause 10.7 (3)	Cl. 5.1	1	B	Low	Strong					✓			
270	Code of Conduct clause 10.7 (4)	Cl. 5.1	1	B	Low	Strong					✓			
271	Code of Conduct clause 10.8 (1)	Cl. 5.1	1	B	Low	Strong							✓	
272	Code of Conduct clause 10.8 (2)	Cl. 5.1	2	C	Med	Weak		✓						
273	Code of Conduct clause 10.9	Cl. 5.1	1	B	Low	Strong					✓			
274	Code of Conduct clause 10.10 (1)	Cl. 5.1	1	B	Low	Strong							✓	
275	Code of Conduct clause 10.10 (2)	Cl. 5.1	1	B	Low	Strong					✓			
276	Code of Conduct clause 10.10 (3)	Cl. 5.1	1	B	Low	Strong					✓			
277	Code of Conduct clause 10.11 (1)	Cl. 5.1										✓		
278	Code of Conduct clause 10.11 (2)	Cl. 5.1										✓		
279	Code of Conduct clause 10.12 (1)	Cl. 5.1	1	C	Low	Strong							✓	

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							1	2	3	4	5	N/A	N/R
280	Code of Conduct clause 10.12 (2)	Cl. 5.1	1	C	Low	Strong							✓
281	Electricity Industry Act section 82	Cl. 5.1	2	C	Med	Strong					✓		
282	Code of Conduct clause 12.1 (1)	Cl. 5.1	2	C	Med	Strong					✓		
283	Code of Conduct clause 12.1 (2)	Cl. 5.1	2	C	Med	Strong					✓		
284	Code of Conduct clause 12.1 (3)	Cl. 5.1	2	C	Med	Strong							✓
285	Code of Conduct clause 12.2	Cl. 5.1	2	C	Med	Strong					✓		
286	Code of Conduct clause 12.3	Cl. 5.1	1	C	Low	Strong							✓
287	Code of Conduct clause 12.4	Cl. 5.1										✓	
288	Code of Conduct clause 13.1	Cl. 5.1	1	B	Low	Strong					✓		
289	Code of Conduct clause 13.2	Cl. 5.1	1	B	Low	Strong					✓		
290	Code of Conduct clause 13.3 (1)	Cl. 5.1	1	B	Low	Strong					✓		
291	Code of Conduct clause 13.3 (2)	Cl. 5.1	1	B	Low	Strong					✓		
292	Code of Conduct clause 13.4	Cl. 5.1	1	B	Low	Strong					✓		
293	Code of Conduct clause 13.5	Cl. 5.1	1	B	Low	Strong					✓		
294	Code of Conduct clause 13.6	Cl. 5.1	1	B	Low	Strong					✓		
295	Code of Conduct clause 13.7	Cl. 5.1										✓	
296	Code of Conduct clause 13.8 (1)	Cl. 5.1	1	B	Low	Strong					✓		
297	Code of Conduct clause 13.8 (2)	Cl. 5.1	1	B	Low	Strong					✓		
298	Code of Conduct clause 13.9	Cl. 5.1	2	A	High	Strong					✓		
299	Code of Conduct clause 13.10 (1)	Cl. 5.1	1	B	Low	Strong					✓		
300	Code of Conduct clause 13.10 (2)	Cl. 5.1	1	B	Low	Strong					✓		
301	Code of Conduct clause 13.11	Cl. 5.1	1	B	Low	Strong					✓		
302	Code of Conduct clause 13.12	Cl. 5.1	1	B	Low	Strong					✓		
303	Code of Conduct clause 13.13	Cl. 5.1										✓	
304	Code of Conduct clause 13.14	Cl. 5.1	1	B	Low	Strong					✓		
305	Code of Conduct clause 13.15 (1)	Cl. 5.1	1	B	Low	Moderate				✓			
306	Code of Conduct clause 13.15 (3)	Cl. 5.1	1	B	Low	Weak		✓					
307	Code of Conduct clause 14.1 (1)	Cl. 5.1	1	B	Low	Moderate							✓
308	Code of Conduct clause 14.1 (2)	Cl. 5.1										✓	
309	Code of Conduct clause 14.2 (1)	Cl. 5.1	1	B	Low	Moderate							✓
310	Code of Conduct clause 14.2 (2)	Cl. 5.1										✓	
311	Code of Conduct clause 14.3 (1)	Cl. 5.1	1	B	Low	Strong							✓
312	Code of Conduct clause 14.3 (2)	Cl. 5.1	1	B	Low	Strong							✓
313	Code of Conduct clause 14.4 (1)	Cl. 5.1	1	B	Low	Strong							✓
314	Code of Conduct clause 14.4 (2)	Cl. 5.1	1	B	Low	Strong							✓
315	Code of Conduct clause 14.6 (1)	Cl. 5.1	1	B	Low	Strong							✓
316	Code of Conduct clause 14.6 (2)	Cl. 5.1	1	B	Low	Strong							✓
ELECTRICITY INDUSTRY METERING CODE – LICENCE CONDITIONS AND OBLIGATIONS													
317	Electricity Industry Metering Code clause 2.2 (1)(a)	Cl. 5.1										✓	
318	Electricity Industry Metering Code clause 2.2 (1)(b)	Cl. 5.1										✓	
319	Electricity Industry Metering Code clause 3.1	Cl. 5.1	1	B	Low	Weak		✓					
320	Electricity Industry Metering Code clause 3.2 (1)	Cl. 5.1	1	B	Low	Strong					✓		
321	Electricity Industry Metering Code clause 3.3 (1)	Cl. 5.1										✓	
322	Electricity Industry Metering Code clause 3.3 (3)	Cl. 5.1										✓	

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							1	2	3	4	5	N/A	N/R
323	Electricity Industry Metering Code clause 3.5 (1), (2)	Cl. 5.1	1	B	Low	Strong					✓		
324	Electricity Industry Metering Code clause 3.5 (3)	Cl. 5.1	1	A	Med	Weak		✓					
325	Electricity Industry Metering Code clause 3.5 (4)	Cl. 5.1	1	C	Low	Strong					✓		
326	Electricity Industry Metering Code clause 3.5 (6)	Cl. 5.1										✓	
327	Electricity Industry Metering Code clause 3.5 (9)	Cl. 5.1	1	B	Low	Moderate							✓
328	Electricity Industry Metering Code clause 3.7	Cl. 5.1										✓	
329	Electricity Industry Metering Code clause 3.8	Cl. 5.1	1	C	Low	Strong					✓		
330	Electricity Industry Metering Code clause 3.9 (3)	Cl. 5.1	1	C	Low	Weak		✓					
331	Electricity Industry Metering Code clause 3.9 (7)	Cl. 5.1										✓	
332	Electricity Industry Metering Code clause 3.9 (9)	Cl. 5.1	1	B	Low	Strong							✓
333	Electricity Industry Metering Code clause 3.10	Cl. 5.1										✓	
334	Electricity Industry Metering Code clause 3.11 (1)	Cl. 5.1	1	B	Low	Strong					✓		
335	Electricity Industry Metering Code clause 3.11 (2)	Cl. 5.1	1	B	Low	Strong					✓		
336	Electricity Industry Metering Code clause 3.11 (3)	Cl. 5.1										✓	
337	Electricity Industry Metering Code clause 3.12 (1)	Cl. 5.1	1	C	Low	Strong					✓		
338	Electricity Industry Metering Code clause 3.12 (2)	Cl. 5.1	1	C	Low	Strong					✓		
339	Electricity Industry Metering Code clause 3.12 (3)	Cl. 5.1	1	C	Low	Strong					✓		
340	Electricity Industry Metering Code clause 3.12 (4)	Cl. 5.1	1	C	Low	Strong					✓		
341	Electricity Industry Metering Code clause 3.13 (1)	Cl. 5.1										✓	
342	Electricity Industry Metering Code clause 3.13 (c)	Cl. 5.1										✓	
343	Electricity Industry Metering Code clause 3.13 (4)	Cl. 5.1										✓	
344	Electricity Industry Metering Code clause 3.14 (3)	Cl. 5.1										✓	
345	Electricity Industry Metering Code clause 3.16 (1)	Cl. 5.1										✓	
346	Electricity Industry Metering Code clause 3.16 (2)	Cl. 5.1										✓	
347	Electricity Industry Metering Code clause 3.16 (3)	Cl. 5.1										✓	
348	Electricity Industry Metering Code clause 3.16 (5)	Cl. 5.1										✓	
349	Electricity Industry Metering Code clause 3.16 (6)	Cl. 5.1										✓	
350	Electricity Industry Metering Code clause 3.18 (1)	Cl. 5.1										✓	
351	Electricity Industry Metering Code clause 3.20 (1)	Cl. 5.1										✓	
352	Electricity Industry Metering Code clause 3.20	Cl. 5.1										✓	

No.	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, N/A = not applicable, N/R = not rated)							
							1	2	3	4	5	N/A	N/R	
	(3)													
353	Electricity Industry Metering Code clause 3.21 (1)	Cl. 5.1										✓		
354	Electricity Industry Metering Code clause 3.21 (2)	Cl. 5.1	1	A	Med	Strong					✓			
355	Electricity Industry Metering Code clause 3.22	Cl. 5.1										✓		
356	Electricity Industry Metering Code clause 3.23(a)	Cl. 5.1										✓		
357	Electricity Industry Metering Code clause 3.23(b)	Cl. 5.1										✓		
358	Electricity Industry Metering Code clause 3.25	Cl. 5.1										✓		
359	Electricity Industry Metering Code clause 3.27	Cl. 5.1	1	B	Low	Strong					✓			
360	Electricity Industry Metering Code clause 3.29	Cl. 5.1	1	B	Low	Medium								
361	Electricity Industry Metering Code clause 4.1 (1)	Cl. 5.1	2	B	Med	Strong					✓			
362	Electricity Industry Metering Code clause 4.1 (2)	Cl. 5.1	2	B	Med	Strong					✓			
363	Electricity Industry Metering Code clause 4.1 (3)	Cl. 5.1	2	B	Med	Strong					✓			
364	Electricity Industry Metering Code clause 4.2 (1)	Cl. 5.1	1	B	Low	Strong					✓			
365	Electricity Industry Metering Code clause 4.3 (1)	Cl. 5.1	1	B	Low	Strong					✓			
366	Electricity Industry Metering Code clause 4.4(1)	Cl. 5.1										✓		
367	Electricity Industry Metering Code clause 4.5(1)	Cl. 5.1	1	B	Low	Strong					✓			
368	Electricity Industry Metering Code clause 4.5 (1)	Cl. 5.1										✓		
369	Electricity Industry Metering Code clause 4.6 (1)	Cl. 5.1										✓		
370	Electricity Industry Metering Code clause 4.6 (2)	Cl. 5.1										✓		
371	Electricity Industry Metering Code clause 4.7	Cl. 5.1										✓		
372	Electricity Industry Metering Code clause 4.8 (3)	Cl. 5.1										✓		
373	Electricity Industry Metering Code clause 4.8 (4)	Cl. 5.1	1	B	Low	Strong					✓			
374	Electricity Industry Metering Code clause 4.8 (5)	Cl. 5.1	1	B	Low	Strong					✓			
375	Electricity Industry Metering Code clause 4.9	Cl. 5.1	1	B	Low	Strong					✓			
376	Electricity Industry Metering Code clause 5.1 (1)	Cl. 5.1										✓		
377	Electricity Industry Metering Code clause 5.1 (2)	Cl. 5.1										✓		
378	Electricity Industry Metering Code clause 5.3	Cl. 5.1	1	A	Med	Strong					✓			
379	Electricity Industry Metering Code clause 5.4 (1)	Cl. 5.1	1	B	Low	Strong					✓			
380	Electricity Industry Metering Code clause 5.4 (2)	Cl. 5.1										✓		
381	Electricity Industry Metering Code clause 5.5 (2)	Cl. 5.1										✓		
382	Electricity Industry Metering Code clause 5.5 (3)	Cl. 5.1										✓		
383	Electricity Industry Metering Code clause 5.6 (1)	Cl. 5.1										✓		
384	Electricity Industry Metering Code clause 5.7	Cl. 5.1										✓		
385	Electricity Industry Metering Code clause 5.8	Cl. 5.1										✓		
386	Electricity Industry Metering Code clause 5.9	Cl. 5.1										✓		
387	Electricity Industry Metering Code clause 5.10	Cl. 5.1										✓		
388	Electricity Industry Metering Code clause 5.11	Cl. 5.1										✓		
389	Electricity Industry Metering Code clause 5.12(1)	Cl. 5.1										✓		
390	Electricity Industry Metering Code clause 5.13	Cl. 5.1										✓		
391	Electricity Industry Metering Code clause 5.14(3)	Cl. 5.1										✓		
392	Electricity Industry Metering Code clause 5.15	Cl. 5.1										✓		
393	Electricity Industry Metering Code clause 5.16	Cl. 5.1										✓		
394	Electricity Industry Metering Code clause 5.17 (1)	Cl. 5.1										✓		

No.	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, N/A=not applicable, N/R=not rated)							
							1	2	3	4	5	N/A	N/R	
395	Electricity Industry Metering Code clause 5.18	Cl. 5.1										✓		
396	Electricity Industry Metering Code clause 5.19 (1)	Cl. 5.1										✓		
397	Electricity Industry Metering Code clause 5.19 (2)	Cl. 5.1										✓		
398	Electricity Industry Metering Code clause 5.19 (3)	Cl. 5.1										✓		
399	Electricity Industry Metering Code clause 5.19 (4)	Cl. 5.1										✓		
400	Electricity Industry Metering Code clause 5.19 (5)	Cl. 5.1										✓		
401	Electricity Industry Metering Code clause 5.19 (6)	Cl. 5.1										✓		
402	Electricity Industry Metering Code clause 5.20 (1)	Cl. 5.1										✓		
403	Electricity Industry Metering Code clause 5.20 (2)	Cl. 5.1										✓		
404	Electricity Industry Metering Code clause 5.20 (4)	Cl. 5.1										✓		
405	Electricity Industry Metering Code clause 5.21 (2)	Cl. 5.1										✓		
406	Electricity Industry Metering Code clause 5.21 (4)	Cl. 5.1										✓		
407	Electricity Industry Metering Code clause 5.21 (5)	Cl. 5.1										✓		
408	Electricity Industry Metering Code clause 5.21 (6)	Cl. 5.1										✓		
409	Electricity Industry Metering Code clause 5.21 (8)	Cl. 5.1										✓		
410	Electricity Industry Metering Code clause 5.21 (9)	Cl. 5.1										✓		
411	Electricity Industry Metering Code clause 5.21 (11)	Cl. 5.1										✓		
412	Electricity Industry Metering Code clause 5.21 (12)	Cl. 5.1										✓		
413	Electricity Industry Metering Code clause 5.22 (1)	Cl. 5.1	1	A	Med	Strong					✓			
414	Electricity Industry Metering Code clause 5.22 (2)	Cl. 5.1										✓		
415	Electricity Industry Metering Code clause 5.22 (3)	Cl. 5.1										✓		
416	Electricity Industry Metering Code clause 5.22 (4)	Cl. 5.1										✓		
417	Electricity Industry Metering Code clause 5.22 (5)	Cl. 5.1	1	B	Low	Strong							✓	
418	Electricity Industry Metering Code clause 5.22 (6)	Cl. 5.1	1	B	Low	Strong							✓	
419	Electricity Industry Metering Code clause 5.23 (1)	Cl. 5.1	1	B	Low	Strong							✓	
420	Electricity Industry Metering Code clause 5.23	Cl. 5.1	1	C	Low	Strong							✓	

No.	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, N/A=not applicable, N/R=not rated)						
							1	2	3	4	5	N/A	N/R
	(3)												
421	Electricity Industry Metering Code clause 5.24 (1)	Cl. 5.1	1	B	Low	Strong							✓
422	Electricity Industry Metering Code clause 5.24 (2)	Cl. 5.1	1	C	Low	Moderate							✓
423	Electricity Industry Metering Code clause 5.24 (3)	Cl. 5.1	1	C	Low	Moderate							✓
424	Electricity Industry Metering Code clause 5.24 (4)	Cl. 5.1										✓	
425	Electricity Industry Metering Code clause 5.25	Cl. 5.1	1	B	Low	Strong					✓		
426	Electricity Industry Metering Code clause 5.27	Cl. 5.1										✓	
427	Electricity Industry Metering Code clause 5.29	Cl. 5.1										✓	
428	Electricity Industry Metering Code clause 5.30 (1)	Cl. 5.1										✓	
429	Electricity Industry Metering Code clause 5.31 (1)	Cl. 5.1										✓	
430	Electricity Industry Metering Code clause 5.31 (2)	Cl. 5.1										✓	
431	Electricity Industry Metering Code clause 5.34 (2)	Cl. 5.1										✓	
432	Electricity Industry Metering Code clause 6.1 (1)	Cl. 5.1	1	B	Low	Weak		✓					
433	Electricity Industry Metering Code clause 6.1 (2)	Cl. 5.1										✓	
434	Electricity Industry Metering Code clause 6.20 (4)	Cl. 5.1	1	C	Low	Moderate							✓
435	Electricity Industry Metering Code clause 7.2 (1)	Cl. 5.1										✓	
436	Electricity Industry Metering Code clause 7.2 (2)	Cl. 5.1										✓	
437	Electricity Industry Metering Code clause 7.2 (4)	Cl. 5.1										✓	
438	Electricity Industry Metering Code clause 7.2 (5)	Cl. 5.1										✓	
439	Electricity Industry Metering Code clause 7.5	Cl. 5.1										✓	
440	Electricity Industry Metering Code clause 7.6 (1)	Cl. 5.1	2	C	Med	Strong					✓		
441	Electricity Industry Metering Code clause 8.1 (1)	Cl. 5.1										✓	
442	Electricity Industry Metering Code clause 8.1 (2)	Cl. 5.1										✓	
443	Electricity Industry Metering Code clause 8.1 (3)	Cl. 5.1										✓	
444	Electricity Industry Metering Code clause 8.1 (4)	Cl. 5.1										✓	
445	Electricity Industry Metering Code clause 8.3 (2)	Cl. 5.1										✓	
ELECTRICITY INDUSTRY (NETWORK QUALITY AND RELIABILITY OF SUPPLY) CODE – LICENCE CONDITIONS AND OBLIGATIONS													
446	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 5(1)	Cl. 5.1	2	B	Med	Weak		✓					
447	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 8	Cl. 5.1	1	C	Low	Strong							✓
448	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 9	Cl. 5.1	2	B	Med	Strong					✓		
449	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 10(1)	Cl. 5.1	2	B	Med	Strong					✓		
450	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 10(2)	Cl. 5.1	1	B	Low	Strong							✓
451	Electricity Industry (Network Quality and	Cl. 5.1	2	B	Med	Moderate			✓				

No.	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, N/A=not applicable, N/R=not rated)							
							1	2	3	4	5	N/A	N/R	
	Reliability of Supply) Code 2005 clause 12(3)													
452	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 13(2)	Cl. 5.1	1	B	Low	Moderate				✓				
453	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 13(3)	Cl. 5.1	1	B	Low	Weak		✓						
454	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 14(8)	Cl. 5.1	1	B	Low	Strong							✓	
455	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 15(2)	Cl. 5.1	1	B	Low	Strong							✓	
456	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 18	Cl. 5.1	1	B	Low	Strong							✓	
457	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 19	Cl. 5.1	1	B	Low	Strong							✓	
458	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(1)	Cl. 5.1	1	B	Low	Strong					✓			
459	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(2)	Cl. 5.1	1	B	Low	Strong					✓			
460	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(3)	Cl. 5.1	2	B	Med	Weak		✓						
461	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 23(1)	Cl. 5.1	1	B	Low	Strong					✓			
462	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 23(2)	Cl. 5.1	1	B	Low	Strong					✓			
463	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 24(3)	Cl. 5.1	1	B	Low	Strong							✓	
464	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 24(4)	Cl. 5.1	1	B	Low	Strong							✓	
465	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 25(2)	Cl. 5.1	1	B	Low	Strong							✓	
466	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 25(3)	Cl. 5.1	1	C	Low	Strong							✓	
467	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 26	Cl. 5.1	1	B	Low	Strong					✓			
468	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 27(1)	Cl. 5.1	1	B	Low	Weak		✓						
469	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 June 2009 is summarised below.

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
83	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.	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. <i>Jim Moss</i> <i>Rob Smithson</i> 31 August 2009	Tungsten was renamed PFM. The PFM's 'License and Permit Register – Rottneest Island – Facilities Management Contract' was updated with the required timeframe under this clause.	Completed
153	Code of Conduct clause 4.5(1) A retailer must include minimum prescribed information on the customer's bill, unless the customer agrees otherwise.	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	4	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This will be added as recommended. <i>Rob Smithson</i> 31 August 2009	The requirement for the bill to include advice about the availability of multi-lingual services was removed from the Code.	No action required

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		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.					
175	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.	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. <i>Rob Smithson</i> 31 August 2009	A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted the 2009 and 2010 Sunco's and McGees' Compliance Certificates. Discussion and sample testing confirmed that no customer has been overcharged during the audit period.	Completed
176	Code of Conduct clause 4.19(3) A retailer must pay the amount overcharged in	Section 2.5 of the CSC states that if an error is made resulting in customer paying more than the correct amount, the excess	3	Include this requirement in an annual compliance certificate to be	This will be added as recommended. <i>Rob Smithson</i>	A compliance certificate is provided to RIA by Sunco Property and McGees Property	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	accordance with the customer's instructions within 12 business days of receiving the instructions.	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.		obtained from Sunco and McGees Property.	31 August 2009	annually confirming Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates. Discussion and sample testing confirmed that no customer has been overcharged during the audit period.	
177	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.	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.	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	A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates. Discussion and sample testing confirmed that no customer has been overcharged during the	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						audit period.	
181	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.	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. <i>Rob Smithson</i> 31 August 2009	Section 8.5 of the Standard Form Contract was updated and direct debit as a method of payment was deleted from the contract.	Completed
182 183	Code of Conduct clause 5.4 and 5.5 A retailer must accept payment in advance from a customer on request, in the circumstances specified. 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.	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	4	Include these requirements in an annual compliance certificate to be obtained from Sunco and McGees Property.	This requirement will be added. <i>Rob Smithson</i> 31 August 2009	A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates. Section 8.5 of the Standard Form Contract was updated and now covers the requirements of this clause.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		McGees Property.				Discussions confirmed there were no customer requests for advanced payments during the audit period.	
184 185 186	Code of Conduct clause 5.6(1) to (3) A retailer must not charge a residential customer a late payment fee in the circumstances specified. 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. A retailer must not charge a residential customer more than two late payment fees in relation to the same bill.	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. However, no evidence was available to audit confirming that Sunco and McGees Property comply with this clause 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 Property and McGees Property will be requested. <i>Rob Smithson</i> 31 August 2009	Confirmed with RIA and from audit testing that all account holders are businesses on Rottneest Island and therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only. Therefore clause 5.6(1) to (3) is not applicable.	Not Applicable
193	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	However, no evidence was available to audit confirming that Sunco and McGees Property comply with this clause of the Code of Conduct.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	This requirement will be added. <i>Rob Smithson</i> 31 August 2009	A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGees' acknowledgement and	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	customer with whom the retailer has or had entered into a contract for the supply of electricity to that supply address.					<p>understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates.</p> <p>Discussions confirmed there was no debt recovery or attempt to recover a debt from any customer other than the contracted customer during the audit period.</p>	
201	<p>Code of Conduct clause 6.4(2)</p> <p>A retailer must take into account and specify the stated information and take the specified actions when offering an instalment plan to a residential customer experiencing payment difficulties or financial hardship.</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 	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.	<p>The Hardship Policy will be amended as recommended.</p> <p><i>Rob Smithson</i> 31 August 2009</p>	<p>Confirmed with RIA and via audit testing that all account holders are businesses on Rottneet Island and therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only. Therefore clause 5.6(1) to (3) is not applicable.</p>	Not Applicable

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		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.					
207 208	Code of Conduct clause 6.9(1) & (2) 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. A retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers.	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. <i>Rob Smithson</i> 31 August 2009	Confirmed with RIA and via audit testing that all account holders are businesses on Rottneest Island and therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only. Therefore clause 5.6(1) to (3) is not applicable.	Not Applicable
217	Code of Conduct clause 7.2 A retailer must not arrange for disconnection of a customer's supply	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	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and	This will be added as recommended. <i>Rob Smithson</i> 31 August 2009	A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGees'	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	address for failure to pay a bill in the circumstances specified.	<p>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>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. 		McGees Property.		<p>acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates.</p> <p>Discussions and audit testing confirmed that no customer has failed to pay a bill during the audit period and no arrangements for disconnection of the customer's supply address for failure to pay a bill were initiated.</p>	
257	<p>Code of Conduct clause 10.1(3)</p> <p>A retailer must give a customer the information requested on tariffs in the manner and within the timeframes specified.</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.	3	Include this requirement in an annual compliance certificate to be obtained from Sunco and McGees Property.	<p>This will be added as recommended.</p> <p><i>Rob Smithson</i></p> <p><i>31 August 2009</i></p>	<p>A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in</p>	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						<p>the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates.</p> <p>Section 15 of the Standard Form Contract was updated and now covers the requirements of this clause.</p> <p>Discussions confirmed there was no customer requests for information on tariffs during the audit period.</p>	
260	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.	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. <i>Rob Smithson</i> 31 August 2009	A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGee's acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates. There was one customer's request to provide the customer's	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						billing data received during the audit period. Audit confirmed that the customer's billing data was provided to the customer within the required timeframes.	
262	Code of Conduct clause 10.3 A retailer must give a residential customer on request, at no charge, the concession information specified.	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. <i>Rob Smithson</i> <i>31 August 2009</i>	Confirmed with RIA and via audit testing that all account holders are businesses on Rottne Island and therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only. Therefore clause 5.6(1) to (3) is not applicable.	Not Applicable
265	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.	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. <i>Rob Smithson</i> <i>31 August 2009</i>	A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						<p>Section 15 of the Standard Form Contract was updated and now covers the requirements of this clause.</p> <p>There were no customer requests for information relating to the distribution of electricity received during the audit period.</p>	
266	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.	<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.	<p>This will be added as recommended.</p> <p><i>Rob Smithson</i> 31 August 2009</p>	<p>A compliance certificate is provided to RIA by Sunco Property and McGees Property annually confirming Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates.</p> <p>Discussions confirmed there was no customer requests for specified information particular to the distributor received during the audit period.</p>	Completed
269	Code of Conduct clause 10.7(3)	Section 2.1 of the CSC does not provide any timeframe for	3	Include this requirement in an	This will be added as recommended.	A compliance certificate is provided to RIA by	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	A distributor must give a customer the requested consumption data within 10 business days of the receipt of the request or, if payment is required (and requested by the distributor within 2 business days of the request), within 10 business days of receipt of payment of the distributor's reasonable charge for providing the consumption data.	provision of requested consumption data. There is also no confirmation from Sunco and McGees Property that this requirement is being met.		annual compliance certificate to be obtained from Sunco and McGees Property.	<i>Rob Smithson</i> <i>31 August 2009</i>	Sunco Property and McGees Property annually confirming Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Audit sighted 2009 and 2010 Sunco's and McGees' Compliance Certificates. There was one customer request to provide the customer's consumption data received during the audit period. Audit confirmed that the customer's consumption data was provided to the customer within the required timeframes.	
305	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 audit noted that the RIA has prepared a Code of Conduct Report for the period 1 July 2007 to 30 June 2008. 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,	3	RIA to ensure that all future Code of Conduct Reports to be published on the RIA website within the regulatory timeframes required. Tungsten's License and Permit	Recommendations have been implemented. <i>Completed</i>	The 2009 and 2010 Code of Conduct Reports were published on RIA website by the due date (21 September 2009 and 30 September 2010 respectively). Although, it was noted the 2010 Code of Conduct Report link is broken on the RIA	Completed

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	the following 1 October.	<p>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>		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>website. <i>(Post Audit Implementation Plan item 1.7).</i></p> <p>The requirement to prepare the Code of Conduct report and relevant due dates are included in the PFM License and Permit Register, the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p>	
374	<p>Electricity Industry Metering Code clause 4.8(5)</p> <p>A network operator must ensure that electronic passwords and other electronic security</p>	<p>Confirmation was provided by PFM's Operations Support Manager regarding password length and complexity.</p> <p>However, no evidence was provided of access to the metering database being</p>	3	Tungsten to provide evidence of access to the metering database being issued to the authorised personnel only and that there is a	<p>The requested information will be provided.</p> <p><i>Steve Clarke</i></p> <p><i>Rob Smithson</i></p> <p>30 September</p>	<p>In accordance with PFM's ICT Security Policy, all user registrations are controlled by the Human Resources department, who send requests to ICT for new users and</p>	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	controls are secured from unauthorized access and are only issued to authorized personnel.	issued to 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.		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.	2009	the removal of ex-employees. ICT periodically reviews current users to ensure that the accounts are still current there is appropriate access control over data files. The schedule for this review is in the ICT calendar of Periodic Tasks.	
378	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 metering database within the timeframes prescribed.	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 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	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). <i>Steve Clarke</i> <i>Rob Smithson</i> <i>30 September 2009</i>	The Meter Reading – Monthly work procedure was updated and now stipulates that the readings are to be entered into the database within 2 business days at the completion of the meter reading run.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		such other time as is specified in applicable service level agreement.					
417	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.	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.	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. <i>Steve Clarke</i> <i>Rob Smithson</i> 30 September 2009	The Meter Readings – Monthly work procedure was updated and now stipulates that should any data be corrupted, unavailable or missing, the basis of substitution or estimation will be in accordance with section 2.4 of the Customer Service Charter and section 8.4 of the Standard Form Contract. There were no instances of missing, unavailable or corrupt energy data, noted during the audit period, and no energy data was substituted or estimated.	Completed
420	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	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.	3	The Meter Readings – Monthly work procedure should be updated to cover the requirements of this clause.	Recommendation will be implemented. <i>Steve Clarke</i> <i>Rob Smithson</i> 30 September 2009	The Meter Readings – Monthly work procedure was updated and now covers the requirements of this clause.	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	components of metering equipment (as appropriate) at the metering point.						
422	Electricity Industry Metering Code clause 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 replace the first value with the second value if doing so would be consistent with good electricity industry practice.	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. <i>Steve Clarke</i> <i>Rob Smithson</i> 30 September 2009	The Meter Readings – Monthly work procedure covers the requirement of clause 5.24(1) re actual data for energy data but the work procedure has not been updated to cover the requirement re deemed actual data as per this clause. Recommendation: The Meter Readings – Monthly work procedure should be updated to include reference to the deemed actual data to comply with the requirements of this clause. (Post Audit Implementation Plan item 1.12)	Outstanding
423	Electricity Industry Metering Code clause 5.24(3) A network operator that uses an estimated or substituted value (first	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	3	The 'Meter Readings – Monthly work procedure to be updated to include reference to the re	Recommendation will be implemented. <i>Steve Clarke</i> <i>Rob Smithson</i>	The Meter Readings – Monthly work procedure covers the requirement of clause 5.24(1) re actual data for energy data but the work	Outstanding

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	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.	clause is not included in the work procedure.		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.	30 September 2009	procedure has not been updated to cover the requirement re estimated or substituted value as per this clause. Recommendation: The Meter Readings – Monthly work procedure should be updated to include reference to the estimated or substituted value to comply with the requirements of this clause. (Post Audit Implementation Plan item 1.13)	
460	Electricity Industry Network Quality and Reliability of Supply Code clause 21(3) 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	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 the 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	Audit confirmed a written notice is sent to all customers by Sunco Property each financial year. However, it was noted that no written notice was provided to customers by McGees Property in 2009/10. Recommendation: The RIA should ensure that, not less than once in each financial year, a written notice is provided to eligible customers about payments for any	Outstanding

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
	once in each financial year.					failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005. (Post Audit Implementation Plan item 1.17).	
467	Electricity Industry Network Quality and Reliability of Supply) Code 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.	<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>	2	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.	<p>Norman Disney Young have been engaged to 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><i>Rob Smithson</i></p> <p><i>30 September 2009</i></p>	<p>Audit sighted the 2008/09 and 2009/10 Network Quality and Reliability of Supply audit reports published on the RIA website.</p>	Completed

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
468	<p>Electricity Industry Network Quality and Reliability of Supply) Code clause 27(1)</p> <p>A distributor or transmitter must prepare and publish a report about its performance in accordance with specified requirements.</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 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</p>	2	<p>RIA should ensure that all future Network Quality Reliability of Supply Annual Reports ('NQRS Report') 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 sheets as applicable) have been included to assist with report preparation.</p> <p>Completed</p>	<p>The 2008/09 and 2009/10 NQRS Reports as well as the 2010 NQRS audit report were published on the RIA website in May 2011, and not by the due date i.e. not later than the following 1 October. The publishing date of the 2009 NQRS audit report was not known.</p> <p>The requirement to publish the NQRS audit report (referred to in section 26) on the RIA website not later than the following 1 October is not included in the PFM License and Permit Register and/or in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>Also, a formal verification procedure to check the NQRS Report information against the data prior to issuing is yet to be implemented.</p>	Outstanding

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		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>Recommendation:</p> <p>RIA should ensure that all future Network Quality and Reliability of Supply Reports as well as all Network Quality and Reliability of Supply audit reports prepared by an independent expert are published on the RIA website within the regulatory timeframes required.</p> <p>The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to publish the Network Quality and Reliability of Supply audit report (referred in section 26) on the RIA website not later than the following 1 October.</p> <p>RIA should ensure that a formal verification procedure to check the NQRS Report information against the</p>	

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						data prior to issuing is implemented as recommended by the 2010 NQRS audit. (Post Audit Implementation Plan item 1.18)	
469	Electricity Industry Network Quality and Reliability of Supply) Code 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.	<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	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.	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	<p>The 2009/10 NQRS Report and 2010 NQRS audit report were not provided to the Authority by the due date. Neither the 2009/10 NQRS Report nor the 2010 NQRS audit report were provided to the Minister.</p> <p>It is unknown to RIA when the 2008/09 NQRS Report or the 2009 NQRS audit report was provided to the Authority and to the Minister, if at all.</p> <p>Also, the requirement to provide a copy of the NQRS audit report (referred to in section 26) to the Authority and to the Minister and the relevant due dates is not included in the PFM License and Permit Register and/or in the PFM Process Flowcharts</p>	Outstanding

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
					preparation. Completed	<p>and the PFM Critical Operational Documentation Calendar.</p> <p>Recommendations:</p> <p>RIA should ensure that copies of all future Network Quality and Reliability of Supply Annual Performance Reports as well as all Network Quality and Reliability of Supply Performance Audit reports prepared by an independent expert are provided to the Authority and the Minister within the regulatory timeframes.</p> <p>RIA should ensure that evidence of when the required documents were submitted to relevant parties is kept to provide an audit trail.</p> <p>The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar</p>	

Item	Licence Condition	Previous Audit Findings	Prev. Comp. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
						should be updated for the requirement to provide a copy of the Network Quality and Reliability of Supply Performance Audit report (referred in section 26) to the Authority and to the Minister within the regulatory timeframes. (Post Audit Implementation Plan item 1.19)	

3.4 Audit Results and Recommendations

SUMMARY OF COMPLIANCE OBLIGATIONS	
LEGISLATION:	
ELECTRICITY INDUSTRY ACT 2004	Refer list of detailed compliance obligations 81 to 96 below
Individual licence conditions	Refer list of detailed compliance obligations 97 to 112 below
REGULATIONS:	
ELECTRICITY INDUSTRY (ACCESS CODE ENFORCEMENT) REGULATIONS 2005	Relates to regulators
ELECTRICITY INDUSTRY (ARBITRATOR AND BOARD FUNDING) REGULATIONS 2005	Relates to regulators
ELECTRICITY INDUSTRY (CODE OF CONDUCT) REGULATIONS 2005	Refer Code of Conduct for Supply of Electricity to Small Use Customers below.
ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005	Refer Code of Conduct for Supply of Electricity to Small Use Customers below.
ELECTRICITY INDUSTRY (INDEPENDENT MARKET OPERATOR) REGULATIONS 2004	Relates to regulators
ELECTRICITY INDUSTRY (LICENSING FEES) REGULATIONS 2005	Refer detailed compliance clause 85 below.
ELECTRICITY INDUSTRY (LICENCE CONDITIONS) REGULATIONS 2005	<p>These regulations are not applicable to RIA for the following reasons:</p> <ol style="list-style-type: none"> 1. RIA is not an 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.
ELECTRICITY INDUSTRY (OBLIGATION TO CONNECT) REGULATIONS 2005	The regulation relate 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.

	<p>In (1), the situation is not applicable to RIA since it is a monopoly – it has an Integrated Regional Licence.</p> <p>In (2), the customer situation does not apply as all the properties and land on the Island are owned by RIA.</p>
ELECTRICITY INDUSTRY (OMBUDSMAN SCHEME) REGULATIONS 2005	Relates to regulators
ELECTRICITY INDUSTRY (TARIFF EQUALISATION) REGULATIONS 2006	Relates to regulators
ELECTRICITY INDUSTRY (WHOLESALE ELECTRICITY MARKET) REGULATIONS 2004	Relates to regulators
CODES:	
CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS	Refer list of detailed compliance obligations 113 to 316 below.
ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE 2004	This Code is not applicable to RIA. The Island is a monopoly and the customers cannot be transferred.
ELECTRICITY NETWORKS ACCESS CODE 2004	This code is primarily for the regulator granting third party access to a network. RIA does not have any third parties with access to the network on the Island.
ELECTRICITY INDUSTRY METERING CODE 2005	Refer list of detailed compliance obligations 317 to 445 below.
ELECTRICITY INDUSTRY (NETWORK QUALITY AND RELIABILITY OF SUPPLY) CODE 2005	Refer list of detailed compliance obligations 446 TO 469 below.

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
DETAILED COMPLIANCE OBLIGATIONS							
ELECTRICITY INDUSTRY ACT 2004							
81	Integrated Regional Licence condition 14	Electricity Industry Act Section 13(1)	A licensee must, unless notified in writing by the Authority, provide the Authority with a performance audit within 24 months after the commencement date and every 24 months thereafter. The auditor must comply with the standard audit guidelines and be conducted by an independent expert approved by the Authority.	NR	5	The performance audit is now being undertaken and will be completed within the prescribed time. Under the Facilities Operations and Utilities (FOU) Agreement, Programmed Facility Management (PFM) is responsible for ensuring RIA is compliant in all its electricity licence and reporting requirements. The requirement to provide the Authority with a performance audit within 24 months after the commencement date and every 24 months thereafter and relevant due dates are included in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.	5
82	Integrated Regional Licence condition 20.1	Electricity Industry Act Section 14(1)(a)	A licensee must provide for an asset management system (AMS).	NR	2	The 2010 Asset Management Plan (AMP) prepared by PFM, in accordance with the FOU Agreement, was issued in October 2010 and revised in January 2011. The preparation of an annual AMP is a continuing obligation of PFM in the support of the RIA.	5
83	Integrated Regional Licence	Electricity Industry Act	A licensee must notify details of the asset management system and any substantial	2	5	Confirmed with the PFM's Compliance and Utilities Manager that during the audit period, the RIA has made no significant changes to the asset management system.	5

¹ Number refers to the item reference in the Electricity Compliance Reporting Manual, ERA July 2010

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 20.2 and 20.3	Section 14(1)(b)	changes to it to the Authority.			<p>Under the FOU Agreement between the RIA and PFM, the Facility Manager shall fulfil the reporting requirements of the RIA's Electricity Supply Licence.</p> <p>Sighted the PFM 'License and Permit Register – Rottneast Island – Facilities Management Contract' and confirmed that the requirement to notify the Authority of any expansions or changes to the Asset Management System and relevant due dates are included in the register.</p>	
84	Integrated Regional Licence condition 20.4 to 20.7	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>Under the FOU Agreement, PFM is responsible for ensuring the RIA is compliant in all its electricity licence and reporting requirements. The requirement to provide the Authority with a report by an independent expert as to the effectiveness of its asset management system every 24 months and relevant due dates are included in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</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 RIA a comprehensive report on the status of all the Licenses applicable to RIA and the Facilities Manager e.g. expiry, renewal requirements, etc. However, it was noted that the requirement to pay to the Authority annual licence fee and relevant due dates are not included in the PFM License and Permit Register and/or the</p>	4

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar. Nevertheless, the Authority sends out an invoice.</p> <p>RIA is responsible for paying the annual licence fee to the Authority. Audit confirmed that the annual licence fee of \$11,500 was paid by RIA on 23 June 2009 and 10 July 2010.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to 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 and relevant due dates. <i>(Post Audit Implementation Plan item 1.1)</i> 	
86	Integrated Regional Licence condition 5.1	Electricity Industry Act Section 31(3)	A licensee must take reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.	NR	2	<p>The FOU Agreement requires PFM to report monthly on any breakdown repairs and reasons for any delays, as well as on performance indicators on an annual basis.</p> <p>Audit sighted the 2010 Network Quality Reliability of Supply (NQRS) Report on the RIA's website.</p>	5
87	Integrated Regional Licence	Electricity Industry Act Section	A licensee must pay the costs of taking an interest in land or	2	N/A	RIA is the authority and administrator of the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	41(6)	an easement over land.				
88	Integrated Regional Licence condition 24.1	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 Authority approved the amendments to the standard form contract for the supply of electricity to small use customers submitted by the RIA on 18 September 2009.	5
89	Integrated Regional Licence condition 25.4	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 RIA's Manager, Facilities Operations and Utilities that during the audit period, the RIA has not received any direction from the Authority to amend the Standard Form Contract.	N/R
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 Rottneest Island under the RIA Act.	N/A
91	Integrated Regional Licence condition	Electricity Industry Act Section 64(2)	Electricity Networks Corporation and Regional Power Corporation must comply with a direction given	NR	N/A	RIA is limited to Rottneest Island under the RIA Act.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1		by the Coordinator in relation to an amendment to an extension and expansion policy.				
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 27.1	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 comes into operation under Section 70 of the Electricity Industry Act.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
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	2	5	RIA is listed as an Electricity Industry member in the Energy Ombudsman Annual Report 2009-10. Confirmed membership continuation with the RIA's Manager Facilities, Operations & Utilities.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			electricity ombudsman under the approved scheme.				
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 access agreement or a determination made by way of arbitration.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
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

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
ELECTRICITY LICENCE (RIA) – CONDITIONS AND OBLIGATIONS							
97	Integrated Regional Licence condition 23.1	Electricity Industry Act Section 11	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	Integrated Regional Licence condition 23.2	Electricity Industry Act Section 11	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	Integrated Regional Licence condition 24.2	Electricity Industry Act Section 11	A licensee must, if directed by the Authority, review the standard form contract and submit to the Authority the results of that review within the time specified by the Authority.	NR	5	In a letter dated 31 January 2011, the Authority requested that the RIA reviews its electricity standard form contract approved by the Authority to ensure that it complies with the requirements of the new Australian Consumer Law (ACL) that came into effect in Western Australia on 1 January 2011. The review should also ensure that the standard form contract is consistent with the current version of the Code of Conduct for the Supply of Electricity to Small Use Customers. The results of the RIA's review, including any proposals for amendment of the standard form contract, were due to be submitted to the Authority by 4 April 2011. However, an extension was granted by the Authority to the RIA until 31 May 2011. Audit confirmed with the RIA's Manager Facilities Operations	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						and Utilities that the Electricity Standard Form Contract was reviewed against the Australian Consumer Law guide re unfair contract terms. An amended Electricity Standard Form Contract was provided to the Authority by the due date on 24 May 2011.	
100	Integrated Regional Licence condition 24.3	Electricity Industry Act Section 11	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	As per obligation 99.	5
101	Integrated Regional Licence condition 25.1 to 25.4	Electricity Industry Act Section 11	A licensee may only amend the standard form contract with the Authority's approval.	2	5	The Authority approved the amendments to the standard form contract for the supply of electricity to small use customers submitted by the RIA, on 18 September 2009. Audit confirmed with the RIA's Manager Facilities Operations and Utilities that the Electricity Standard Form Contract was reviewed against the Australian Consumer Law guide re unfair contract terms and an amended Electricity Standard Form Contract was provided to the Authority by the due date on 24 May 2011.	5
102	Integrated Regional Licence condition 5.1	Electricity Industry Act Section 11	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	2	5	As the licence was granted to RIA on 21 June 2006, the charter review was due by 21 June 2009. The RIA submitted the final version of its reviewed charter to the Authority for assessment on 8 June 2009 and within the required timeframe The revised Operation of Electricity Customer Service Charter 2009 was approved by the Authority on 17	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			days after it is completed.			June 2009. The next charter review is due by 21 June 2012. Under the FOU Agreement, PFM is responsible for ensuring RIA is compliant in all its electricity licence and reporting requirements. The requirement to review the customer service charter and submit to the Authority the results of that review and relevant due dates are included in the PFM' Process Flowcharts and the PFM Critical Operational Documentation Calendar.	
103	Integrated Regional Licence condition 5.1	Electricity Industry Act Section 11	A licensee must amend the asset management system before an expansion or reduction in generating works, distribution systems and transmission systems and notify the Authority in the manner prescribed, if the expansion or reduction is not provided for in the asset management system.	2	4	Any proposed expansion/reduction goes through a rigorous process. Audit confirmed with the PFM's Compliance and Utilities Manager that during the audit period, RIA has made no significant changes to the power and distribution network, however some upgrades to minor distribution boards has taken place in conjunction with the refurbishments upgrades. Responsibility for advising the Authority is with the FOU Contractor and is documented in the FOU Agreement between RIA and PFM. Sighted the PFM 'License and Permit Register – Rottneast Island – Facilities Management Contract' and confirmed that the requirement to notify the Authority of any expansions or changes to the Asset Management System and the relevant due dates are included in the register.	N/R
104	Integrated Regional Licence condition	Electricity Industry Act Section 11	A licensee must not expand the generating works, distribution systems or transmission systems outside	2	5	Confirmed with RIA that services are limited to the designated areas as set out in Plan No. ERA-EL-076.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1		the licence area.				
105	Integrated Regional Licence condition 12.1	Electricity Industry Act Section 11	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 2009/10 and audited by the Auditor General.	5
106	Integrated Regional Licence condition 13	Electricity Industry Act Section 11	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	Integrated Regional Licence condition 14.2	Electricity Industry Act Section 11	A licensee must comply, and require its auditor to comply, with the Authority's standard audit guidelines dealing with the performance audit.	2	4	The RIA's Audit Plan – Electricity Integrated Regional Licence – Performance Audit and Asset Management System Review, dated 31 May 2011, stipulates compliance requirements on auditors.	5
108	Integrated Regional Licence condition 20.5	Electricity Industry Act Section 11	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	2	4	PFM has developed a process of internal review of the individual requirements of the licence as stated in the PFM Licence Compliance Guide. The Guide provides information on the process for the management and delivery of maintaining and meeting licence conditions for RIA. Requirements that need to be met in order to remain	4

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			management system.			<p>compliant with licence conditions are prompted in Maximo - Computerised Maintenance Management System (CMMS), as an action with a suitable timeframe to complete in advance of submission to RIA. PFM has developed flow charts specifying processes and actions which need to be completed by a specified date in order to comply with the licence conditions. However, during the audit process several conditions were noted that were not addressed by the flow charts <i>(as noted in the Post-Implementation Action Plan)</i>.</p> <p>A report is written by PFM and submitted to RIA every 6 months in line with the FOU contract requirements detailing the recent history and plans for each licence including any non-compliances and relevant detail in accordance with the FOU Contract.</p> <p>PFM has assigned a Compliance Manager to ensure the close-out and monitoring of the licence compliance process as an ongoing procedure and in line with the plan. This is to be carried out "in an open manner with RIA management to achieve common goals".</p>	
109	Integrated Regional Licence condition 15.1	Electricity Industry Act Section 11	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	2	N/A	RIA is a government agency, so this clause is not applicable.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			ability to meet its obligations.				
110	Integrated Regional Licence condition 16.1	Electricity Industry Act Section 11	A licensee must provide the Authority, in the manner prescribed, any information the Authority requires in connection with its functions under the Electricity Industry Act.	2	5	<p>In accordance with the Electricity Compliance Reporting Manual July 2010, RIA must submit to the Authority:</p> <ul style="list-style-type: none"> compliance reports covering all of its type 1 and 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; and Data Sheets for each financial year by 20 September immediately following the year that is the subject of the report. <p>Audit sighted the 2010 compliance report and 2010 Data Sheets for the period 1 July 2009 to 30 June 2010 and confirmed that they were submitted to the Authority in a manner and format specified by the Authority. However, the 2010 compliance report was not provided to the Authority by the due date, as advised by the Authority in the letter dated 20 September 2010 (Ref. D52822). Also, the 2010 Data Sheets were provided to the Authority on 29 September 2010 and therefore not by the due date.</p> <p>Under the FOU Agreement, PFM is responsible for ensuring 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. The requirement to provide the Compliance Report to the Authority and relevant due dates are included in the PFM Process Flowcharts and</p>	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>the PFM Critical Operational Documentation Calendar. However, it was noted that the requirement to provide the Data Sheets for each financial year to the Authority by 20 September each year is not included in the PFM License and Permit Register and/or in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>In addition to the reporting requirements under the Electricity Compliance Reporting Manual, RIA provided an update of the post-audit implementation plan in respect of the 2009 performance audit and asset management system review of the electricity integrated regional licence (2009 PAIP) to the Authority on 22 June 2010. The Authority acknowledged the receipt of the update of the 2009 PAIP in a letter to RIA dated 5 July 2010 (Ref. D38776) and noted that as all of the actions in the 2009 PAIP have been completed, the Authority does not require RIA to provide any further updates.</p> <p>In the letter dated 31 January 2011 (Ref. D60399), the Authority also requested RIA to provide a copy of any template of non-standard contracts that could be considered a standard form contract under the Australian Consumer Law to the Authority by 1 July 2011. Audit confirmed with the RIA's Manager Facilities Operations and Utilities that there are no non-standard contracts in place.</p> <p>Recommendations:</p> <ul style="list-style-type: none"> RIA should ensure that all future Compliance Reports covering all of its type 1 and type 2 licence obligations for each financial year are submitted to the Authority 	

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>within the timeframes required.</p> <ul style="list-style-type: none"> RIA should ensure that all future Data Sheets for each financial year are provided to the Authority within the timeframes required. The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to provide the Data Sheets for each financial year to the Authority by 20 September immediately following the year that is the subject of the report. (Post Audit Implementation Plan item 1.2) 	
111	Integrated Regional Licence condition 17	Electricity Industry Act Section 11	A licensee must publish any information it is directed by the Authority to publish, within the timeframes specified.	2	5	Confirmed with the RIA's Manager, Facilities Operations and Utilities that no directions for publication have been received from the Authority during the audit period. If directed, any such information would be published on the RIA website.	N/R
112	Integrated Regional Licence condition 18	Electricity Industry Act Section 11	Unless otherwise specified, all notices must be in writing.	2	5	Confirmed with RIA that all communication with the Authority is in writing.	5
CODE OF CONDUCT FOR SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS							
113	Integrated Regional Licence	Electricity Industry Act section	A retailer must ensure that its electricity marketing agents comply with Part 2 of the Code	2	N/A	RIA does not use any electricity marketing agents.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	82 (all clauses) Code of Conduct clause 2.1	of Conduct, subject to clause 2.1A.				
114	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.2	An electricity marketing agent 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	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.3(1)	An electricity marketing agent 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	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.3(2)	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 or electronic means by the customer, an electricity marketing agent must obtain	2	N/A	RIA does not use any electricity marketing agents.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			and make a record of the customer's verifiable consent that the specified information has been given.				
117	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.3(3)	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), an electricity marketing agent 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	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.4(1)	Where the customer has entered into a new contractual relationship with a retailer or electricity marketing agent, the retailer or electricity marketing agent 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	4	Audit confirmed with McGees Property that a copy of the Standard Form Contract for the Supply of Electricity was issued to all applicable customers in 2010. Since then no new tenants/customers have started on the Island. Sunco Property confirmed that in the event of a new customer, the Standard Form Contract would be supplied prior to their first day of operation.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
119	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.4(2)	Where the customer has entered into a new contractual relationship with a retailer or electricity marketing agent, the retailer or electricity marketing agent must give the information specified to the customer.	2	4	Confirmed with McGees Property and Sunco Property that a copy of the Customer Service Charter would be supplied to a new customer prior to their first day of operation. There were no new tenants/customers during the audit period. A copy of the Customer Service Charter and a copy of the Standard Form Contract are also available on the RIA website.	N/R
120	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.4(3)	Subject to clause 2.4(5), in circumstances where a standard form contract is not entered into as a result of door to door marketing, a retailer or marketing agent must give the specified information no later than with or on the customer's first bill and if requested by the customer, and the customer has not previously been provided a copy of the contract, a copy of the contract must be provided to the customer at no charge.	2	4	Confirmed with Sunco Property and McGees Property that there were no new tenants/customers during the audit period and that no customer requests to provide a copy of the contract were received during the audit period.	N/R
121	Integrated Regional Licence condition	Code of Conduct clause 2.4(4)	Subject to clause 2.4(5), in circumstances where a standard form contract is entered into as a result of door to door marketing or a non-	2	4	RIA does not use any electricity marketing agents. RIA does not engage in marketing as defined in the Code. Confirmed with the RIA's Manager Facilities Operations and Utilities that there are no non-standard form contracts in place.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1		standard contract, a retailer or electricity marketing agent must give the specified information and a copy of the contract before the customer has entered into the contract and the electricity marketing agent must obtain a written acknowledgement that the information has been given.				
122	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.5(1)	An electricity marketing agent 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	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.5(2)	An electricity marketing agent 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	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.5(3)	An electricity marketing agent 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

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
125	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.5(4)	An electricity marketing agent must ensure that all standard form contracts that are entered into as a result of door to door marketing and all non-standard contracts are in writing.	2	N/A	RIA does not use any electricity marketing agents.	N/A
126	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.5(5)	A retailer or other party must ensure that a customer is able to contact the retailer or other party on the retailer's or other party's telephone number during normal business hours for the purposes of enquiries, verifications and complaints.	2	N/A	<p>Audit confirmed with RIA, PFM, Sunco Property and McGees Property that customers are able to contact RIA or PFM, Sunco Property or McGees Property on RIA's or PFM's, Sunco's or McGees' telephone number during the normal business hours of the retailer or other party for purposes of enquiries, verification and complaints.</p> <p>Audit sighted the Tax Invoice/Receipt provided to customers by Sunco Property and the Utility Statement provided to customers by McGees Property and confirmed that the bills show the telephone numbers for overdue payments, faults, and customer service, including PFM's 24-hour fault hotline</p>	5
127	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.6(1)	An electricity marketing agent 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 electricity	2	N/A	RIA does not use any electricity marketing agents.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			marketing agent must ask the customer whether they wish to proceed further.				
128	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.6(2)	An electricity marketing agent must, on request, provide the customer with the information specified.	2	N/A	RIA does not use any electricity marketing agents.	N/A
129	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.6(3)	An electricity marketing agent who meets with a customer face to face must: <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	Integrated Regional Licence	Code of Conduct clause	If, when marketing to a customer, the customer indicates that they wish to end	2	N/A	RIA does not use any electricity marketing agents.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	2.6(4)	the contact, the electricity marketing agent must end the contact as soon as practicable and not attempt to contact the customer for the next 30 days unless the customer agrees otherwise.				
131	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.6(5)	Unless requested by the customer, an electricity marketing agent 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	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.6(6)	An electricity marketing agent 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

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
133	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.6(7) and 2.6(8)	Except in response to a customer request or query, a retailer or other party 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. RIA does not engage in marketing as defined in the Code.	N/A
134	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.7(1)	Where the customer requests not to be contacted for the purposes of marketing a retailer or other party 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 retailer or other party has a legal obligation to contact the customer. 	2	N/A	RIA does not use any electricity marketing agents. RIA does not engage in marketing as defined in the Code.	N/A
135	Integrated	Code of	A retailer or other party must	2	N/A	RIA does not use any electricity marketing agents. RIA does	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Regional Licence condition 5.1	Conduct clause 2.7(2)	keep a record of each customer who has requested not to be contacted, that includes the specified information.			not engage in marketing as defined in the Code.	
136	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.7(3)	A retailer or other party 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. RIA does not engage in marketing as defined in the Code.	N/A
137	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.7(4)	A retailer or other party 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. RIA does not engage in marketing as defined in the Code.	N/A
138	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.7(5)	An electricity marketing agent 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
139	Integrated Regional Licence	Code of Conduct clause 2.8	A retailer and an electricity marketing agent must comply with the National Privacy	2	4	Audit sighted the RIA, PFM, McGees and Sunco's Privacy Statements published on their respective websites, outlining their commitment to adherence to the National Privacy	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1		Principles as set out in the Privacy Act 1998 in relation to information collected under Part 2 of the Code of Conduct.			Principles.	
140	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.11(1)	An electricity marketing agent must keep a record of complaints about marketing carried out by or on behalf of the electricity marketing agent made by a customer or person contacted for the purposes of marketing and, on request, must give to the electricity ombudsman, within 28 days of receiving the request, all information that the electricity marketing agent has relating to the complaint.	2	N/A	RIA does not use any electricity marketing agents.	N/A
141	Integrated Regional Licence condition 5.1	Code of Conduct clause 2.11(2)	A record or other information that an electricity marketing agent is required, by the Code, to keep, must be kept for at least 2 years after the last time the person to whom the information relates was contacted by or on behalf of the electricity marketing agent.	2	N/A	RIA does not use any electricity marketing agents.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
142	Integrated Regional Licence condition 5.1	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
143	Integrated Regional Licence condition 5.1	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
144	Integrated Regional Licence condition 5.1	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. Audit confirmed with Sunco Property and McGees Property and via audit testing that bills are being issued on a monthly basis. Audit confirmed by review of a sample of billings by Sunco Property and McGees Property that RIA does have small use customers (i.e. supply is below 160 MWh per annum).	5
145	Integrated Regional Licence condition 5.1	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	2	5	The Standard Form Contract and Customer Service Charter do not provide for any shortened billing cycle. Audit confirmed with Sunco Property and McGees Property that a monthly billing cycle is used and there were no shortened billing cycles during the audit period.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			specified.			Audit confirmed by review of a sample of billings by Sunco Property and McGees property that RIA does have small use customers (i.e. supply is below 160 MWh per annum).	
146	Integrated Regional Licence condition 5.1	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	As per obligation145.	N/R
147	Integrated Regional Licence condition 5.1	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	As per obligation145.	N/R
148	Integrated Regional Licence condition 5.1	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	As per obligation145.	N/R
149	Integrated Regional Licence condition	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	2	5	As per obligation145.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1		the conditions upon which a customer can be returned to its previous billing cycle.				
150	Integrated Regional Licence condition 5.1	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	5	Audit confirmed with Sunco Property and McGees Property that there were no bill smoothing arrangements in place during the audit period.	N/R
151	Integrated Regional Licence condition 5.1	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	5	As per obligation 150.	N/R
152	Integrated Regional Licence condition 5.1	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 Customer Service Charter provides for issuing bills to the address notified to the RIA by the property holder. Audit confirmed with Sunco Property and McGees Property and via audit testing that bills are being issued to the addresses notified by the customers.	5
153	Integrated Regional Licence condition 5.1	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 Customer Service Charter complies with the minimum contents of bill requirements. The requirement for the bill to include advice about the availability of multi-lingual services was removed from the Code. Audit sighted the Tax Invoice/Receipt provided to customers	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>by Sunco Property and confirmed that the content of the bill is compliant with this clause.</p> <p>However, it was noted that the Utility Statements provided to customers by McGees Property do not include:</p> <ul style="list-style-type: none"> a) the due date (although provision to include due date on the statement is provided for, this is left blank); and b) a graph or bar chart illustrating the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year. <p>Recommendation:</p> <ul style="list-style-type: none"> ▪ McGees Property should ensure that they comply with the "content of a bill" requirement of the Code of Conduct. Each customer's bill must also include the due date and to the extent that data is available, a graph or bar chart illustrating the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year. (Post Audit Implementation Plan item 1.3) 	
154	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	2	5	Audit confirmed with Sunco Property and McGees Property that there was no bill for historical debt during the audit period.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			wishes to bill the customer for the historical debt.				
155	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	Section 2.3 of the Customer Service Charter 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. PFM provides for reading of the meter at the customer's supply address. Audit sighted the Tax Invoice/Receipt provided to customers by Sunco Property and Utility Statement provided to customers by McGees Property and confirmed that the content of the bill is compliant with this clause.	5
156	Integrated Regional Licence condition 5.1	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	5	This clause relates to a situation where a customer's bill is based on the customer's reading of the meter. PFM provides for reading of the meter at the customer's supply address. However, if the customer did need to read the meter, then in accordance with the PFM "Provision of Information for Meter Reading" work procedure, the customer would be provided with information that explains how to read a meter correctly, prior to reading the meter.	N/R
157	Integrated Regional Licence condition 5.1	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	NR	5	Audit confirmed that, In accordance with the PFM "Meter Reading – Monthly" work procedure, the meters are being read on a monthly basis.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			accordance with clause 4.6(1)(a) of the Code of Conduct.				
158	Integrated Regional Licence condition 5.1	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	5	<p>Audit confirmed with Sunco Property and McGees Property that there were no estimated bills provided to any customer during the audit period.</p> <p>Nevertheless, Section 2.4 of the Customer Service Charter 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>PFM provides the data for billing as per the guidelines set out in the PFM "Meter Reading – Monthly" work procedure.</p> <p>Also, a letter dated 20 March 2009 from the RIA outlines each parties (PFM, RIA, Sunco Property and McGees Property) responsibilities in relation to estimated electricity meter reading.</p>	N/R
159	Integrated Regional Licence condition 5.1	Code of Conduct clause 4.8(2)	A retailer must, in a visible and legible manner, specify the stated information in circumstances where the customer's bill is estimated.	2	5	<p>Audit confirmed with Sunco Property and McGees Property that there were no estimated bills provided to any customer during the audit period.</p> <p>Nevertheless, a letter dated 20 March 2009 from the RIA outlines each parties (PFM, RIA, Sunco Property and McGees Property) responsibilities in relation to estimated electricity meter reading. The 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>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						PFM 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 PFM.	
160	Integrated Regional Licence condition 5.1	Code of Conduct clause 4.8(3)	A retailer must tell a customer, on request, the basis and reason for the estimation.	2	5	As per obligation159.	N/R
161	Integrated Regional Licence condition 5.1	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	Audit confirmed with Sunco Property and McGees Property that there were no estimated bills provided to any customer during the audit period. Nevertheless, Section 2.9 of the Customer Service Charter meets the requirement set out in this clause. Section 2.9 of the Customer Service Charter 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.	N/R
162	Integrated Regional Licence condition 5.1	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	Audit confirmed with Sunco Property and McGees Property that there were no estimated bills provided to any customer during the audit period. Nevertheless, PFM provides the data for billing as per the guidelines set out in the PFM "Meter Reading – Monthly" work procedure that meets the requirement set out in this clause.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
163	Integrated Regional Licence condition 5.1	Code of Conduct clause 4.11(1)	A retailer must request the distributor or metering agent to test the meter if a customer requests the meter to be tested and pays any reasonable charge of the retailer for testing the meter.	2	5	Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer request to test the meter was received during the audit period. Nevertheless, Section 4.5 of the Customer Service Charter and Section 22 of the Standard Form Contract provide for testing of meters on customer's request for a fee.	N/R
164	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer request to test the meter was received during the audit period.</p> <p>However, the following discrepancy between the Customer Service Charter and the Standard Form Contract was noted. Section 4.5 of the Customer Service Charter provides for a refund of the fee if the test results fall outside an accuracy of plus or minus <u>2%</u>, whereupon consumption charges will be adjusted.</p> <p>However, Section 22 of the Standard Form Contract provides for a refund of the fee if the test results fall outside an accuracy of plus or minus <u>1.5%</u>, whereupon consumption charges will be adjusted.</p> <p>Appendix 1 of the Metering Code shows that the correct figure is +/- 1.5%.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that the information on meter testing provided by the Customer Service Charter is consistent 	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						with Appendix 1 of the Metering Code i.e. accuracy of +/- 1.5%. (Post Audit Implementation Plan item 1.4)	
165	Integrated Regional Licence condition 5.1	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
166	Integrated Regional Licence condition 5.1	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
167	Integrated Regional Licence condition 5.1	Code of Conduct clause 4.14(1)	A retailer may recover any amounts undercharged to a customer as a result of a change in the customer's electricity use for the period of up to 12 months prior to the date on which the retailer provided notice in the	NR	5	Audit confirmed with Sunco Property and McGees Property and via audit testing that there was no overcharging or undercharging as result of change in electricity use during the audit period. Nevertheless, the condition is covered by clause 2.5 of the Customer Service Charter and Section 8.6 of the Standard Form Contract.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			specified manner.				
168	Integrated Regional Licence condition 5.1	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	As per obligation 167.	N/R
169	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with Sunco Property that no customer request to issue a final bill was received during the audit period.</p> <p>McGees Property advised that there was one customer's request to issue a final bill received during the audit period. Audit confirmed with McGees Property that the final bill was issued to the customer in accordance with the customer's request.</p> <p>The condition is also covered by Section 2.9 of the Customer Service Charter.</p>	5
170	Integrated Regional Licence condition 5.1	Code of Conduct clause 4.15(2)	A retailer must repay the customer any amount in credit at the time of account closure.	2	5	<p>Audit confirmed with Sunco Property that no customer request to issues a final bill was received during the audit period.</p> <p>Audit confirmed with McGees Property that although there was one customer's request to issue a final bill received during the audit period, the customer's account was not in credit at the time of account closure.</p> <p>Nevertheless, the condition is covered by Section 2.9 of the Customer Service Charter that states that if a customer's</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						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.	
171	Integrated Regional Licence condition 5.1	Code of Conduct clause 4.16	A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months, and paying any future bills that are properly due.	2	5	<p>Audit confirmed with Sunco Property that no customer request to review the customer's bill was received during the audit period.</p> <p>Audit confirmed with the McGees Property that there was one customer's request to review the customer's bill received during the audit period. Sighted the correspondence between the McGees Property, RIA and PFM confirming that the review of the bill was undertaken.</p> <p>The requirement of this clause is covered by Section 8.6 of the Standard Form Contract.</p>	5
172	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with the Sunco Property that no customer request to review the customer's bill was received during the audit period.</p> <p>Audit confirmed with the McGees Property that after conducting a review of the bill, a new revised bill was issued to the customer.</p> <p>Section 2.5 of the Customer Service Charter and Section 8.6 of the Standard Form Contract cover the requirement to pay the unpaid amount by the customer. Section 4.5 of the Customer Service Charter and Section 22 of the Standard Form Contract 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 Customer Service Charter and</p>	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						Section 17 of the Standard Form Contract cover the compliance procedure.	
173	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with the Sunco Property that no customer request to review the customer's bill was received during the audit period.</p> <p>Audit confirmed with McGees Property that the new revised bill was issued to the customer within 20 business days of the customer's request to review their bill. Sighted the new revised bill that was issued to the customer and confirmed compliance with this clause.</p> <p>Section 8.6 of the Standard Form Contract also states that a representative of the RIA will acknowledge a complaint within 10 business days and shall address the complaint within 20 business days.</p>	5
174	Integrated Regional Licence condition 5.1	Code of Conduct clause 4.18(2)	A retailer must recover an amount undercharged as a result of an act or omission by a retailer or distributor in the manner specified.	2	5	<p>Audit confirmed with Sunco Property and McGees Property that no recovery of undercharged amounts has taken place during the audit period.</p> <p>Nevertheless, Section 2.5 of the Customer Service Charter and Section 8.6 of the Standard Form Contract cover the requirement that the RIA will only claim the amount undercharged for the previous 12 month period. The Standard Form Contract further states that customers will be given sufficient time by RIA to repay any difference. Clause 4.18(2)(d) does not apply to RIA as RIA does not have residential customers.</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
175	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with Sunco Property and McGees Property and via audit testing that no customer has been overcharged during the audit period.</p> <p>Nevertheless, 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 now covered in section 8.6 of the Standard Form Contract.</p> <p>Audit confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p>	N/R
176	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with Sunco Property and McGees Property and via audit testing that no customer has been overcharged during the audit period.</p> <p>Nevertheless, Section 2.5 of the Customer Service Charter and Section 8.6 of the Standard Form Contract cover the requirement of this clause.</p> <p>Audit confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						provided by Sunco Property and McGees Property to RIA.	
177	Integrated Regional Licence condition 5.1	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>Audit confirmed with Sunco Property and McGees Property and via audit testing that no customer has been overcharged during the audit period.</p> <p>Nevertheless, the Standard Form Contract was modified and Section 8.6 now states that if RIA does not receive any instructions from the customer within 20 business days of making the request to the customer, RIA will use its best endeavours to credit the amount overcharged to the customer's account.</p> <p>Audit confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p>	N/R
178	Integrated Regional Licence condition 5.1	Code of Conduct clause 5.1	The due date on the bill must be at least 12 business days from the date of the bill, with the date of dispatch deemed to be the date of the bill, unless the retailer specifies a later date.	2	5	<p>Section 2.6 of the Customer Service Charter and Section 8.5 of the Standard Form Contract provide for at least twelve business days to pay a bill.</p> <p>Audit sighted the Tax Invoice/Receipt provided to customers by Sunco Property and confirmed that the due date on the bill was at least 12 business days from the date of the bill.</p> <p>However, it was noted that the Utility Statements provided to customers by McGees Property do not state the due date. The McGees Property subsequently advised that the due date of 14 business days from the date of the bill will now be</p>	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>included on all future Utility Statements, starting from the June billing period.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> McGees Property should ensure that a due date for payment is stated on all future Utility Statements. The due date must be at least 12 business days from the date of that bill in accordance with the Code of Conduct. (Post Audit Implementation Plan item 1.5) 	
179	Integrated Regional Licence condition 5.1	Code of Conduct clause 5.2(1)	A retailer must offer the specified minimum payment methods.	2	5	<p>Section 2.6 of the Customer Service Charter and Section 8.5 of the Standard Form Contract now offers all of the required payment methods.</p> <p>Audit sighted the Tax Invoice/Receipt provided to customers by Sunco Property and Utility Statement provided to customers by McGees Property and confirmed that the following payment methods are offered to a customer:</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
180	Integrated Regional Licence condition 5.1	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	<p>The function has been contracted out to Sunco Property and McGees Property. Audit confirmed with RIA, Sunco Property and McGees Property that the processes have not changed since previous audit.</p> <p>Audit confirmed with Sunco Property and McGees Property</p>	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.	
181	Integrated Regional Licence condition 5.1	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	Sunco Property and McGees Property no longer offer a direct debit method of payment on the tax invoice. Section 8.5 of the Standard Form Contract was updated and direct debit as a method of payment was deleted from the contract. Section 2.6 of the Customer Service Charter does not offer direct debit as a method of payment.	N/R
182	Integrated Regional Licence condition 5.1	Code of Conduct clause 5.4	A retailer must accept payment in advance from a customer on request, in the circumstances specified.	2	5	Audit confirmed with Sunco Property and McGees Property that no customer request for advance payment was received during the audit period. Nevertheless, Section 8.5 of the Standard Form Contract was updated and it now states that the RIA will accept payment in advance from a customer on request, however a minimum of \$20 applies to this arrangement. Audit confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.	N/R
183	Integrated Regional	Code of Conduct	A retailer must, at no charge, offer a residential customer a	2	5	Audit confirmed with RIA and via review of invoices that all account holders are businesses on Rottneest Island and	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	clause 5.5	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.			therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only.	
184	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 183.	N/A
185	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 183.	N/A
186	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 183.	N/A
187	Integrated Regional Licence condition	Code of Conduct clause 5.6(4)	A retailer must, if a residential customer has been assessed as being in financial hardship, retrospectively waive any late payment fees charged	2	5	Not applicable as per obligation 183.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1		pursuant to the residential customer's last bill prior to the assessment being made.				
188	Integrated Regional Licence condition 5.1	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	<p>Section 10 and Section 11 of the Standard Form Contract cover the requirements of this clause.</p> <p>Audit confirmed with Sunco Property that no customer vacated the supply address during the audit period.</p> <p>McGees Property advised that there was one instance of a customer vacating the supply address during the audit period. Audit confirmed that the customer vacated the supply address at the time specified in the notice and that the customer was billed for electricity consumed at the customer's supply address only up to the date the customer vacated the supply address.</p>	5
189	Integrated Regional Licence condition 5.1	Code of Conduct clause 5.7(2)	A retailer must not require a customer who was evicted or otherwise required to vacate a supply address to pay for electricity consumed at the customer's supply address in the circumstances specified.	2	5	<p>Audit confirmed with Sunco Property that no customer vacated the supply address during the audit period.</p> <p>Audit confirmed with McGees Property that there was one instance of a customer vacating the supply address during the audit period. However the customer was not evicted or otherwise required to vacate the supply address. The customer gave the notice.</p> <p>Nevertheless, Section 10 and Section 11 of the Standard Form Contract cover the requirements of this clause.</p>	N/R
190	Integrated Regional	Code of Conduct	A retailer must not require a previous customer to pay for	2	5	Section 10 of the Standard Form Contract covers the requirements of this clause.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	clause 5.7(4)	electricity consumed at the supply address in the circumstances specified.			Audit confirmed with McGees Property that the customer who had vacated the supply address was billed for electricity consumed at the customer's supply address only up to the date the customer vacated the supply address. There was no disconnection of the supply address.	
191	Integrated Regional Licence condition 5.1	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 RIA.</p> <p>RIA contracts out the electricity billing to McGees Property and Sunco Property (commercial and housing respectively) who also utilize debt collection agencies if required and instructed by the RIA. 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
192	Integrated Regional Licence condition	Code of Conduct clause 5.8(2)	A retailer must not commence proceedings for recovery of a debt in the circumstances specified.	2	5	Audit confirmed with RIA and via testing of invoices that all account holders are businesses on Rottneest Island and therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1						
193	Integrated Regional Licence condition 5.1	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>Audit confirmed with Sunco Property and McGees Property that there was no debt recovery or attempt to recover debt from any customer during the audit period.</p> <p>Confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p>	N/R
194	Integrated Regional Licence condition 5.1	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	Confirmed with RIA and via audit testing that all account holders are businesses on Rottnest Island and therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only.	N/A
195	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.1(2)	A retailer must give reasonable consideration to the information and advice specified when undertaking an assessment regarding payment difficulties or financial	NR	5	Not applicable as per obligation 194.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			hardship.				
196	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.1(3)	A retailer must advise a residential customer on request of the details of an assessment.	2	5	Not applicable as per obligation 194.	N/A
197	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 194.	N/A
198	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.2(2)	A retailer must allow a temporary suspension of actions for a period of at least 15 days.	2	5	Not applicable as per obligation 194.	N/A
199	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 194.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
200	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 194.	N/A
201	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 194.	N/A
201	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.4(2)	A retailer must take into account and specify the stated information and take the specified actions when offering an instalment plan to a residential customer experiencing payment difficulties or financial hardship.	2	5	Not applicable as per obligation 194.	N/A
203	Integrated Regional	Code of Conduct	A retailer must give reasonable consideration to a	NR	5	Not applicable as per obligation 194.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	clause 6.6(1)	request by a customer, or a relevant consumer representative organisation, for a reduction of the customer's fees, charges, or debt.				
204	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.6(2)	In giving reasonable consideration under clause 6.6(1), a retailer should refer to the guidelines in its hardship policy referred to in clause 6.10(2)(d).	2	5	Not applicable as per obligation 194.	N/A
205	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 194.	N/A
206	Integrated Regional Licence condition	Code of Conduct clause 6.8	A retailer must advise the customer of the specified assistance information.	2	5	Not applicable as per obligation 194.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1						
207	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 194.	N/A
208	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.9(2)	A retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers.	NR	5	Not applicable as per obligation 194.	N/A
209	Integrated Regional Licence condition 5.1	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	Not applicable as per obligation 194.	N/A
210	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.10(2)	A retailer must ensure that the hardship policy complies with the specified criteria.	2	5	Not applicable as per obligation 194.	N/A
211	Integrated	Code of	A retailer must give residential	2	5	Not applicable as per obligation 194.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Regional Licence condition 5.1	Conduct clause 6.10(3)	customers, financial counsellors or relevant consumer representative organisations details of the financial hardship policy, at no charge. The retailer must provide all residential customers identified as experiencing financial hardship, details of the hardship policy, including by post, if required.				
212	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.10(4)	A retailer must keep a record of the specified information related to the hardship policy.	2	5	Not applicable as per obligation 194.	N/A
213	Integrated Regional Licence condition 5.1	Code of Conduct clause 6.10(5)	A retailer must, unless otherwise notified in writing by the Authority, review its hardship policy at least annually and submit to the Authority the results of that review within 5 business days after it is completed.	2	5	Not applicable as per obligation 194.	N/A
214	Integrated Regional	Code of Conduct	Any review of a retailer's hardship policy must have	2	5	Not applicable as per obligation 194.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	clause 6.10(7)	regard to the Authority's Financial Hardship Policy Guidelines.				
215	Integrated Regional Licence condition 5.1	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	Audit confirmed with Sunco Property and McGees Property that no customer request for alternative payment arrangements was received during the audit period. Nevertheless, Section 16 of the Standard Form Contract and Section 2.8 of the Customer Service Charter outline the option of special financial arrangements to assist customers experiencing financial hardship.	N/R
216	Integrated Regional Licence condition 5.1	Code of Conduct clause 7.1	A retailer must give the customer a reminder notice, use its best endeavours to contact the customer and give the customer a disconnection warning, in the manner and timeframes specified, prior to arranging for disconnection of a customer's supply address for failure to pay a bill.	2	4	Audit confirmed with Sunco Property and McGees Property that no customer has failed to pay a bill during the audit period and no arrangements for disconnection of the customer's supply address for failure to pay a bill were initiated. Nevertheless, Section 4.6 of the Customer Service Charter states that the customer will be given at least 5 business days warning before the disconnection occurs.	N/R
217	Integrated Regional Licence condition 5.1	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	4	Audit confirmed with Sunco Property and McGees Property that no customer has failed to pay a bill during the audit period and no arrangements for disconnection of the customer's supply address for failure to pay a bill were initiated. Nevertheless, Section 6.1 item 1 "Non-payment of a bill" of	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>the Standard Form Contract covers the requirements of this clause.</p> <p>Confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p>	
218	Integrated Regional Licence condition 5.1	Code of Conduct clause 7.3	In relation to dual fuel contracts, a retailer must not arrange for disconnection of the customer's supply address for failure to pay a bill within 15 business days from arranging for disconnection of the customer's gas supply.	2	5	There are no dual fuel contracts (electricity and gas).	N/A
219	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with Sunco Property and McGees Property that there were no arrangements for disconnection of the customer's supply address for denying access to the meter during the audit period.</p> <p>Nevertheless, Section 4.6 of the Customer Service Charter and Section 6.1 of the Standard Form Contract cover the requirement of this clause.</p>	N/R
220	Integrated Regional Licence	Code of Conduct clause 7.5	A distributor who disconnects a customer's supply address for emergency reasons must	2	4	Audit confirmed with PFM's Utilities and Compliance Manager that there have been no disconnections in the audit period.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1		provide a 24 hour emergency line and use its best endeavours to restore supply as soon as possible.			<p>Nevertheless, the PFM Utilities Emergency Shutdown Customer Contact Procedure/Guidelines requires PFM when they become aware of the requirement for an emergency shutdown to contact the Visitor Centre, Rottneest Island Business Community (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 advised in the Customer Service Charter and fridge magnets displaying the emergency number were distributed to all customers, including all accommodation units and residential houses.</p> <p>Moreover, Section 6 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>	
221	Integrated Regional Licence condition 5.1	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, subject to exception specified.	1	4	<p>Audit confirmed with the PFM's Utilities and Compliance Manager that there have been no disconnections in the audit period.</p> <p>Nevertheless, Section 4.6 of the Customer Service Charter covers the requirements of this clause.</p> <p>Audit sighted a letter with directions from RIA to the PFM not to disconnect a customer's supply without approval from the RIA's CEO, excepting circumstances where immediate</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						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.	
222	Integrated Regional Licence condition 5.1	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	4	<p>Audit confirmed with the RIA's Manager, Facilities Operations and Utilities that 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. Customers currently living on the Island work directly for the RIA or the RIBC.</p> <p>Nevertheless, Section 4.6 of the Customer Service Charter and Section 6 of the Standard Form Contract cover the requirements of this clause.</p>	N/R
223	Integrated Regional Licence condition 5.1	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	4	<p>Audit confirmed with the RIA's Manager, Facilities Operations and Utilities that 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. Customers currently living on the Island work directly for the RIA or the RIBC.</p> <p>Nevertheless, sighted a letter with directions from RIA to PFM 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. RIA and PFM are aware of the requirement re life support as it is covered in the</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						Customer Service Charter and Standard Form Contract.	
224	Integrated Regional Licence condition 5.1	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	Audit confirmed with the PFM's Utilities and Compliance Manager that there have been no disconnections in the audit period. Nevertheless, Section 6 of the Standard Form Contract covers requirements of this clause.	N/R
225	Integrated Regional Licence condition 5.1	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
226	Integrated Regional Licence condition 5.1	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	Not applicable as per item 225.	N/A
227	Integrated Regional Licence condition 5.1	Code of Conduct clause 8.3(1)	A distributor must create and maintain a Priority Restoration Register.	1	4	RIA and PFM have a Restoration Priority 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 individually. The power generation system is operated by a SCADA computerised management system.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						This system automatically restores power to all distribution feeders in the event of a 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.	
228	Integrated Regional Licence condition 5.1	Code of Conduct clause 8.3(2)	The Priority Restoration Register must comply with any criteria determined by the Minister.	1	4	The Minister has not determined any criteria.	N/A
229	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.2(2)	A distributor may only operate a pre-payment meter at a residential customer's supply address and a retailer may only offer a pre-payment meter service in an area that has been declared by the Minister by notice in the Government Gazette.	2	N/A	Audit confirmed with the PFM's Senior Contract Manager that RIA does not use pre-payment meters.	N/A
230	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.3(1)	A retailer must not provide a pre-payment meter service at a residential customer's supply address without the verifiable consent of the customer or the customer's	2	N/A	Not applicable as per obligation 229.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			nominated representative.				
231	Integrated Regional Licence condition 5.1	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 obligation 229.	N/A
232	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.3(3)	A retailer must not, in relation to the offer of, or provision of, a pre-payment meter service engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable, or exert undue pressure on a customer, nor harass or coerce a customer.	2	N/A	Not applicable as per obligation 229.	N/A
233	Integrated Regional Licence condition 5.1	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 obligation 229.	N/A
234	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.5(1), (2), (3)	If a pre-payment meter customer notifies a retailer that it wants to revert the pre-payment meter to a standard meter, the retailer must provide the specified	2	N/A	Not applicable as per obligation 229.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			information to the customer and make arrangements with the distributor in the manner stated at no charge to the customer unless allowed under the clause.				
235	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.5(4)	If a retailer requests a distributor to revert a pre-payment meter, the distributor must revert the pre-payment meter within the time frames specified.	2	N/A	Not applicable as per obligation 229.	N/A
236	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.5(5)	A retailer must send a written notice and prescribed information to a pre-payment meter customer within the time frames specified advising the customer of the customer's rights to revert to a standard meter at no charge.	2	N/A	Not applicable as per obligation 229.	N/A
237	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.6(1)	A retailer must not provide a pre-payment service 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	1	N/A	Not applicable as per obligation 229.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			support equipment.				
238	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.6(2)	If a pre-payment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must undertake the actions specified.	1	N/A	Not applicable as per obligation 229.	N/A
239	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.6(3)	If a retailer requests a distributor to revert a pre-payment meter, the distributor must revert the pre-payment meter within the time frames specified.	1	N/A	Not applicable as per obligation 229.	N/A
240	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.7	A retailer must ensure that a pre-payment meter service complies with the prescribed requirements.	2	N/A	Not applicable as per obligation 229.	N/A
241	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.8	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 obligation 229.	N/A
242	Integrated Regional	Code of Conduct	A retailer must ensure that the pre-payment meter customer	2	N/A	Not applicable as per obligation 229.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	clause 9.9	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.				
243	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.10(1)	If requested by a pre-payment meter customer, a retailer must make immediate arrangements to check the metering data, test the pre-payment meter or arrange for a test of the metering installation.	2	N/A	Not applicable as per obligation 229.	N/A
244	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.10(2)	If requested by a retailer, a distributor must check or test a pre-payment meter at a customer's supply address.	2	N/A	Not applicable as per obligation 229.	N/A
245	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.10(4)	If a pre-payment meter is found to be inaccurate or not operating correctly, a retailer must immediately arrange for the repair or replacement of the pre-payment meter, correct any overcharging or undercharging and refund any	2	N/A	Not applicable as per obligation 229.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			charges payable by the customer for testing the pre-payment meter.				
246	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.11(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 pre-payment meter customer vacates the supply address, in circumstances where notification of the proposed vacation date has been provided.	2	N/A	Not applicable as per obligation 229.	N/A
247	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.11(2), (7)	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 obligation 229.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			or credit the customer's account if permitted.				
248	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.11(3)	The retailer must pay the amount in accordance with the pre-payment meter customer's instructions within 12 business days of receiving the instructions.	2	N/A	Not applicable as per obligation 229.	N/A
249	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.11(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 obligation 229.	N/A
250	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.11(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 obligation 229.	N/A
251	Integrated Regional Licence condition	Code of Conduct clause 9.12	A retailer may only adjust the tariff payable by a pre-payment meter customer to recover a debt owing by that		N/A	Not applicable as per obligation 229.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1		customer to recover a maximum of \$20 at a rate of no more than \$2 per day.				
252	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.13(1)	A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative organisation for a waiver of any fee to replace or switch a pre-payment meter to a standard meter.	2	N/A	Not applicable as per obligation 229.	N/A
253	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.13(2), (3)	Where a retailer is informed by a pre-payment meter customer that the customer is experiencing payment difficulties or financial hardship or the retailer identifies the customer has been disconnected as specified, the retailer must use best endeavours to contact the customer as soon as reasonably practicable to provide the prescribed information in the manner stated.	NR	N/A	Not applicable as per obligation 229.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
254	Integrated Regional Licence condition 5.1	Code of Conduct clause 9.14(2), (3)	Where a grandfathered pre-payment meter (as prescribed) is upgraded or modified, the modified or upgraded pre-payment meter must comply with the applicable requirements.	2	N/A	Not applicable as per obligation 229.	N/A
255	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.1(1)	A retailer must give notice of any variations in its tariffs to each of its customers affected by a variation, in the timeframes specified.	2	4	<p>This is covered by Section 13 of the Standard Form Contract that provides for advice of 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). The RIBC includes all customers of RIA. Audit sighted the Review of fees, charges and tariffs 2009-2010 and 2010-2011 schedules. New electricity charges take effect from 1 July each year</p> <p>Audit confirmed with Sunco Property that a notice of increases in electricity charges is sent to each customer 30 days prior to the tariff increase. The 2011/2012 notice will be sent with the June invoice.</p> <p>Audit confirmed with McGees Property that the 2010/11 notice of increases in electricity charges was given to each customer with their electricity usage invoice for the July 2010 reading period, McGees Property advised that the 2011/12 notice of increases in electricity charges will be sent out to</p>	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						each customer with the July electricity usage invoice.	
256	Integrated Regional Licence condition 5.1	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	Audit confirmed with Sunco Property and McGees Property that no customer request to provide information on tariffs was received during the audit period. Nevertheless, Section 15 of the Standard Form Contract covers requirements of this clause.	N/R
257	Integrated Regional Licence condition 5.1	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>Audit confirmed with Sunco Property and McGees Property that no customer's request to provide information on tariffs was received during the audit period.</p> <p>Nevertheless, Section 15 of the Standard Form Contract covers requirements of this clause.</p> <p>Confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p>	N/R
258	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.2(1)	A retailer must, on request, give a non-contestable customer its billing data.	2	5	<p>Audit confirmed with Sunco Property that no customer request to provide the customer's billing data was received during the audit period.</p> <p>McGees Property advised that there was one customer's request to provide the customer's billing data received during the audit period. Confirmed with McGees Property that the customer's billing data were provided to the customer.</p>	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						Also, Section 15 of the Standard Form Contract covers requirements of this clause.	
259	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.2(2)	A retailer must give the requested billing data at no charge in the circumstances specified.	2	5	<p>Audit confirmed with Sunco Property that no customer request to provide the customer's billing data was received during the audit period.</p> <p>McGees Property advised that there was one customer's request to provide the customer's billing data received during the audit period. Confirmed with McGees Property that the customer's billing data were provided to the customer at no charge.</p> <p>Also, Section 2.1 'Billing cycles' of the Customer Service Charter covers requirements of this clause.</p>	5
260	Integrated Regional Licence condition 5.1	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>Audit confirmed with Sunco Property that no customer's request to provide the customer's billing data was received during the audit period.</p> <p>McGees Property advised that there was one customer's request to provide the customer's billing data received during the audit period. Confirmed with McGees Property that the customer's billing data were provided to the customer within the required timeframes.</p> <p>Confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by</p>	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						Sunco Property and McGees Property to RIA.	
261	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.2(4)	A retailer must keep a non-contestable customer's billing data for seven years.	2	5	Audit confirmed with RIA, McGees Property and Sunco Property that customers' billing data is kept for 7 years.	5
262	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.3	A retailer must give a residential customer on request, at no charge, the concession information specified.	2	5	Audit confirmed with RIA that all account holders are businesses on Rottnest Island and therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only.	N/A
263	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.3A	A retailer must give a customer, at least once a year, written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 and under any other legislation in Western Australia including the amount of the payment and the eligibility criteria for the payment.	2	5	<p>No written notice of the RIA's obligations to make payments to the customer under Part 14 and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment, was provided to RIA's customers by Sunco Property and McGees Property in 2009/10 or 2010/11.</p> <p>Under the FOU Agreement, PFM is responsible for ensuring the RIA is compliant with all its electricity licence and reporting requirements. However, the requirement for annual written notice of the RIA's obligation to make payments to the customer under Part 14 of the Code and under any other legislation (including subsidiary legislation) in Western Australia, including the amount of the payment and the eligibility criteria for the payments, to be provided to customers and relevant due dates are not included in the PFM License and Permit Register and/or in the PFM Process</p>	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that, at least once a year, a written notice is provided to customers of the RIA's obligation to make payments to the customer under Part 14 of the Code and under any other legislation (including subsidiary legislation) in Western Australia including the amount of the payment and the eligibility criteria for the payments. The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to provide a written notice to customers of the RIA's obligation to make payments to the customer under Part 14 of the Code and under any other legislation (including subsidiary legislation) in Western Australia, including the amount of the payment and the eligibility criteria for the payments, at least once a year. <i>(Post Audit Implementation Plan item 1.6)</i> 	
264	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer request to provide energy efficiency advice was received during the audit period.</p> <p>Nevertheless, Section 15 of the Standard Form Contract covers requirements of this clause.</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
265	Integrated Regional Licence condition 5.1	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>Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer request for information relating to the distribution of electricity was received during the audit period.</p> <p>Nevertheless, it was confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p> <p>Also, Section 15 of the Standard Form Contract covers requirements of this clause.</p>	N/R
266	Integrated Regional Licence condition 5.1	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>Audit5 confirmed with RIA, PFM, Sunco Property and McGees Property that no customer request for specified information particular to the distributor was received during the audit period.</p> <p>Nevertheless, confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p> <p>Also, sighted PFM's File Note acknowledging that on request by a customer, PFM will provide general information on safe</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						use of electricity, on quality and reliability of supply.	
267	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.7(1)	A distributor must, on request, give a customer its consumption data.	2	5	<p>Audit confirmed with Sunco Property that no customer request to provide the customer's consumption data was received during the audit period.</p> <p>McGees Property advised that there was one customer's request to provide the customer's consumption data received during the audit period. Confirmed with McGees Property that the customer's consumption data were provided to the customer.</p> <p>Also, Section 2.1 of the Customer Service Charter covers requirements of this clause.</p>	5
268	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with Sunco Property that no customer's request to provide the customer's consumption data was received during the audit period.</p> <p>McGees Property advised that there was one customer's request to provide the customer's consumption data received during the audit period. Confirmed with McGees Property that the customer's consumption data were provided to the customer at no charge.</p> <p>Also, Section 2.1 of the Customer Service Charter covers the requirements of this clause.</p>	5
269	Integrated Regional Licence condition	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	2	5	Audit confirmed with Sunco Property that no customer request to provide the customer's consumption data was received during the audit period.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1		the request or, if payment is required (and requested by the distributor within 2 business days of the request), within 10 business days of receipt of payment of the distributor's reasonable charge for providing the consumption data.			<p>McGees Property advised that there was one customer's request to provide the customer's consumption data received during the audit period. Confirmed with McGees Property that the customer's consumption data were provided to the customer within the required timeframes.</p> <p>Confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p>	
270	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.7(4)	A distributor must keep a customer's consumption data for seven years.	2	5	PFM 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. Energy records are accessible on PFM's metering database.	5
271	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer request for information on distribution standards was received during the audit period.</p> <p>Nevertheless, the Standard Form Contract and the Customer Service Charter cover requirements of this clause.</p>	N/R
272	Integrated Regional Licence	Code of Conduct clause	A distributor must publish information on distribution standards and metering	2	4	The RIA website provides information on the contact details to obtain this information, including the registered metering installation provider, but the clause requires the information	2

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	condition 5.1	10.8(2)	arrangements on the distributor's website.			<p>itself to be published on the website (non-compliance).</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA to publish on its website information on distribution standards and metering arrangements prescribed under the Electricity Industry Act 2004 or the Electricity Act 1945; or adopted by the distributor (<i>Post Audit Implementation Plan item 1.21</i>) 	
273	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.9	A retailer and distributor must, to the extent practicable, ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear, simple, and concise language and is in a format that makes it easy to understand.	NR	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
274	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with PFM, RIA, Sunco Property and McGees Property that no customer's request for information on how to obtain a copy of the Code was received during the audit period.</p> <p>Nevertheless, Section 15 of the Standard Form Contract covers the requirements of this clause.</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
275	Integrated Regional Licence condition 5.1	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	Audit confirmed that an electronic copy of the Code of Conduct is available on the RIA website.	5
276	Integrated Regional Licence condition 5.1	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	Audit confirmed with RIA and PFM that a copy of the Code of Conduct is available for inspection, at no charge, at their offices. Also, the Customer Service Charter covers requirements of this clause.	5
277	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.11(1)	A retailer and distributor must make available to a residential customer on request, at no charge, services that assist the residential customer in interpreting information provided by the retailer or distributor.	2	5	Audit confirmed with RIA that all account holders are businesses on Rottneest Island and therefore RIA has no residential customers i.e. customers who consume electricity solely for domestic use only.	N/A
278	Integrated Regional Licence condition 5.1	Code of Conduct clause 10.11(2)	A retailer and, where appropriate a distributor, must include in relation to residential customers, the telephone number for their TTY services and for independent multi-lingual services and the National Interpreter Symbol with the	2	5	Not applicable as per obligation 277.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			words "Interpreter Services", on the documents specified.				
279	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer request for information on the different types of meters was received during the audit period.</p> <p>Nevertheless, sighted the PFM 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.</p>	N/R
280	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer request for information on the different types of meters was received during the audit period.</p> <p>Nevertheless, it was confirmed with Sunco Property and McGees Property that a compliance certificate is provided to RIA annually to confirm Sunco's and McGees' acknowledgement and understanding of their obligations as outlined in the Code of Conduct. Sighted 2009 and 2010 compliance certificates provided by Sunco Property and McGees Property to RIA.</p>	N/R
281	Integrated Regional	Integrated Regional	A retailer and distributor must produce and publish a	2	4	The revised Charter approved on 17 June 2009 is available on the RIA website.	5

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	Licence condition 5.1	Licence condition 5.1	Customer Service Charter.				
282	Integrated Regional Licence condition 5.1	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	4	Audit sighted the PFM Electrical Customer Complaints Procedure and confirmed compliance with this clause of the Code of Conduct.	5
283	Integrated Regional Licence condition 5.1	Code of Conduct clause 12.1(2)	A retailer and distributor must develop, maintain and implement a complaints handling process that meets the specified requirements.	2	4	Audit sighted the PFM 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. Also, the Customer Service Charter and Standard Form Contract outline the complaints procedure. The Customer Service Charter also provides advice on how to obtain a copy of complain handling procedure.	5
284	Integrated Regional Licence condition 5.1	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 confirmed with RIA, PFM, Sunco Property and McGees Property that no customer complaint was received during the audit period. Sighted the PFM Electrical Complaints Reporting Register. Nevertheless, the PFM Electrical Customer Complaints Procedure is compliant with the requirements of this clause. Also, Section 3.4.2 of the Customer Service Charter and Section 17 of the Standard Form Contract cover requirements of this clause.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
285	Integrated Regional Licence condition 5.1	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	4	Audit sighted PFM Electrical Customer Complaints Procedure and confirmed compliance with this clause of the Code of Conduct. Also, Section 3.4.2 of the Customer Service Charter and Section 17 of the Standard Form Contract cover requirements of this clause.	5
286	Integrated Regional Licence condition 5.1	Code of Conduct clause 12.3	A retailer, distributor and electricity marketing agent must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes.	2	5	Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer complaint was received during the audit period. Sighted the PFM Electrical Complaints Reporting Register. Nevertheless, Section 3.4.2 of the Customer Service Charter and Section 17 of the Standard Form Contract cover requirements of this clause.	N/R
287	Integrated Regional Licence condition 5.1	Code of Conduct clause 12.4	A retailer, distributor or electricity marketing agent who receives a complaint that does not relate to its functions, must refer the complaint to the appropriate entity and inform the customer of the referral.	2	N/A	This is not relevant to RIA. RIA holds an Integrated Regional Licence therefore would receive and respond to all complaints and feedback and not deal with other entities.	N/A
288	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.1	A retailer, distributor or electricity marketing agent must keep a record or other information as required to be kept by the Code of Conduct	2	5	Audit confirmed with RIA and PFM that all records or other information that is required to be kept by the Code are being kept for at least 2 years from the last date recorded; financial records are kept for seven years. Sighted the RIA's 2010 Code of Conduct Report confirming	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			for at least two years from the last date on which the information was recorded, unless expressly provided otherwise.			compliance with this clause.	
289	Integrated Regional Licence condition 5.1	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	Audit confirmed that records of customer accounts and charges are being kept as required by RIA, PFM, Sunco Property and McGees Property. Sighted the RIA's 2010 Code of Conduct Report confirming that no customers have been affected by the affordability and access requirements during the reporting period.	5
290	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.3(1)	A retailer must keep a record of the customer complaint indicators specified.	2	5	Audit confirmed that a system for registering complaints is in place. Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer complaint was received during the audit period. Sighted the RIA's 2010 Code of Conduct Report confirming that no customer complaints have been received in relation to a retailer during the reporting period.	5
291	Integrated Regional Licence condition 5.1	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	As per obligation 290.	5
292	Integrated Regional Licence	Code of Conduct	A retailer must keep a record of the total number of payments and data on the	2	5	Audit confirmed that records of customer accounts and charges are being kept as required by RIA, PFM, Sunco	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	clause 13.4	average amount of payments made under the compensation indicators specified.			Property and McGees Property. Confirmed that to date, RIA has not been required to make any compensation payments as per the RIA's 2010 Code of Conduct Report.	
293	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.5	A retailer must keep a record of the call centre performance indicators specified.	2	5	Rottnest Island commenced operation of a call centre in February 2010. Statistics are only available since April 2010 as reported per the RIA's 2010 Code of Conduct Report.	5
294	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.6	A retailer must keep a record of the total number of residential and business accounts specified.	2	5	Audit confirmed that records of the total number of residential and business accounts are being kept as required by RIA, PFM, Sunco Property and McGees Property. Sighted the RIA's 2010 Code of Conduct Report.	5
295	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.7	A retailer must keep a record of the number of pre-payment meter customers, complaints information and other pre-payment meter information specified.	2	N/A	Audit confirmed with the PFM's Senior Contract Manager that RIA does not use pre-payment meters.	N/A
296	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.8(1)	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	Audit confirmed that records of the total number of connections provided and connections not provided on or before the agreed date are being kept as required by PFM and RIA. Sighted the RIA's 2010 Code of Conduct Report.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
297	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.8(2)	A distributor must keep a record of the total number of reconnections provided other than those specified and the total number of those reconnections not provided within the prescribed timeframe.	2	5	Audit confirmed that records of the total number of reconnections provided and reconnections not provided within the prescribed timeframe are being kept as required by PFM and RIA. Sighted the RIA's 2010 Code of Conduct Report. Confirmed with PFM that there were not reconnections during the audit period.	5
298	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.9	A distributor must keep a record of the total number of street lights and street light faults and repair indicators specified.	2	4	Audit confirmed that records of street light faults and repairs are being kept as required by PFM. Sighted the RIA's 2010 Code of Conduct Report.	5
299	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.10(1)	A distributor must keep a record of the customer complaint indicators specified.	2	5	Audit confirmed that a system for registering complaints is in place. Confirmed with RIA, PFM, Sunco Property and McGees Property that no customer's complaint was received during the audit period. Also sighted the RIA's 2010 Code of Conduct Report confirming that no customer complaints have been received in relation to power distribution during the reporting period.	5
300	Integrated Regional Licence condition 5.1	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	As per obligation 299.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
301	Integrated Regional Licence condition 5.1	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	Audit confirmed that records of customer accounts and charges are being kept as required by RIA, PFM, Sunco Property and McGees Property. Confirmed that to date RIA has not been required to make any compensation payments as per the RIA's 2010 Code of Conduct Report.	5
302	Integrated Regional Licence condition 5.1	Code of Conduct clause 13.12	A distributor must keep a record of the call centre performance indicators specified.	2	5	Rottneest Island commenced operation of a call centre in February 2010. Statistics are only available since April 2010 as reported per the RIA's 2010 Code of Conduct Report.	5
303	Integrated Regional Licence condition 5.1	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	Audit confirmed with the PFM's Senior Contract Manager that RIA does not use pre-payment meters.	N/A
304	Integrated Regional Licence condition 5.1	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	Records of all customer connections completed by PFM are kept in the Rottneest Island Powerhouse within an electrical logbook. RIA and Office of Energy keep records of customer connections completed by the RIA's contractors. Sighted the RIA's 2010 Code of Conduct Report.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
305	Integrated Regional Licence condition 5.1	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>Audit confirmed that RIA and PFM have prepared a Code of Conduct Report in respect of each year ending on 30 June. Sighted the 2009 and 2010 Code of Conduct Reports.</p> <p>Confirmed with the RIA's Manager Facilities Operations and Utilities that the 2009 and 2010 Code of Conduct Reports were published on RIA website by the due date (21 September 2009 and 30 September 2010 respectively). However, it was noted that the 2010 Code of Conduct Report link is broken on the RIA website.</p> <p>The requirement to prepare the Code of Conduct report and relevant due dates are included in the PFM License and Permit Register, the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar. In addition, the PFM License and Permit Register was updated for the requirement that the Code of Conduct Report to be available free of charge in the RIA office.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that the 2010 Code of Conduct Report website link is fixed and the report is accessible through the RIA website. (Post Audit Implementation Plan item 1.7) 	4
306	Integrated Regional Licence condition	Code of Conduct clause 13.15(3)	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	Audit confirmed with the RIA's Manager Facilities Operations and Utilities that a copy of the 2010 Code of Conduct Report was provided to the Authority and to the Minister on 23 September 2010, therefore by the due date as required	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1					<p>under this clause.</p> <p>However, no evidence could be located in the RIA's records of when was the 2009 Code of Conduct Report was provided to the Authority and to the Minister, if at all. Therefore deemed non-compliant.</p> <p>The requirement to provide the Code of Conduct Report to the Authority and to the Minister and relevant due dates are included in the PFM License and Permit Register and in the Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that copies of all future Code of Conduct Reports are provided to the Authority and the Minister within the regulatory timeframes. RIA should ensure that evidence of when the required documents were submitted to relevant parties is kept to provide an audit trail. (<i>Post Audit Implementation Plan item 1.8</i>) 	
307	Integrated Regional Licence condition 5.1	Code of Conduct clause 14.1(1)	Subject to clause 14.5, a retailer must pay the stated compensation to a customer where the customer is not reconnected in the manner specified.	2	5	<p>Audit confirmed with the PFM's Utilities and Compliance Manager that there has been no disconnections during the audit period and to date RIA has not been required to make any service standard payments.</p> <p>However, it was noted that neither the Customer Service Charter nor the Standard Form Contract refer to the customer's right to receive a standard service payment if RIA</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>has not arranged for a reconnection of a customer's supply address under Part 8 of the Code within the time frame prescribed.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Customer Service Charter should be updated for information on the customer's right to receive a standard service payment if the RIA has not arranged for a reconnection of a customer's supply address under Part 8 of the Code within the time frame prescribed. (Post Audit Implementation Plan item 1.9) 	
308	Integrated Regional Licence condition 5.1	Code of Conduct clause 14.1(2)	Subject to clause 14.5, 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
309	Integrated Regional Licence condition 5.1	Code of Conduct clause 14.2(1)	Subject to clause 14.5, 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	<p>Audit confirmed with the PFM's Utilities and Compliance Manager that there has been no disconnections during the audit period and to date RIA has not been required to make any service standard payments.</p> <p>Section 4.6 of the Customer Service Charter states that if RIA does 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. However, it was noted that the Charter provides for a payment of \$50 per day for the period that the customer</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>remains disconnected up to maximum of \$250. This is not in accordance with the daily compensation payment rate of \$100 for each day that the customer was wrongfully disconnected, as required under this clause. Also, there is no maximum payment amount under this clause.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Customer Service Charter should be updated for the correct compensation payment rate of \$100 for each day that the customer was wrongfully disconnected, if required procedures were not followed prior to disconnecting a customer for failure to pay a bill. (Post Audit Implementation Plan item 1.10) 	
310	Integrated Regional Licence condition 5.1	Code of Conduct clause 14.2(2)	Subject to clause 14.5, 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	5	RIA has an Integrated Regional Licence on Island. There is no other supplier on the Island.	N/A
311	Integrated Regional Licence condition 5.1	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	<p>Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer complaints were received during the audit period. Sighted the PFM Electrical Complaints Reporting Register.</p> <p>Nevertheless, sighted the PFM Electrical Customer Complaints Procedure and confirmed compliance with the timeframes prescribed by this clause.</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						Also, Section 3.4.2 "Complaints Procedure" of the Customer Service Charter complies with the prescribed timeframes.	
312	Integrated Regional Licence condition 5.1	Code of Conduct clause 14.3(2)	Subject to clause 14.5, 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.	2	5	Confirmed with RIA, PFM, Sunco Property and McGees Property that no customer complaints were received during the audit period. Sighted the PFM Electrical Complaints Reporting Register. Nevertheless, Section 3.4.2 "Complaints Procedure" of the Customer Service Charter 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.	N/R
313	Integrated Regional Licence condition 5.1	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	As per obligation 311.	N/R
314	Integrated Regional Licence condition 5.1	Code of Conduct clause 14.4(2)	Subject to clause 14.5, a distributor must pay the stated compensation to a customer where the distributor has failed to acknowledge or respond to a query or complaint within the timeframes prescribed.	2	5	As per obligation 312.	N/R
315	Integrated Regional Licence	Code of Conduct clause	A retailer who is required to make a compensation payment for failing to satisfy a	2	5	Audit confirmed with RIA and PFM that to date, RIA has not been required to make any compensation payment.	N/R

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	condition 5.1	14.6(1)	service standard, must do so in the manner specified.				
316	Integrated Regional Licence condition 5.1	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	As per obligation 315.	N/R
ELECTRICITY INDUSTRY METERING CODE							
317	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
318	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 2.2(1)(b)	A network operator must ensure 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.	2	N/A	Not applicable as per item 317.	N/A
319	Integrated Regional	Electricity Industry	A network operator must ensure that its meters meet	2	5	The RIA Meter Data Base was established and verification of	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	Metering Code clause 3.1	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.			<p>all meters completed.</p> <p>The PFM Meter Installation and Calibration work procedure is in place. 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 is to be removed each year for testing as per the Electricity Industry Metering Code 2005. The meters are to be sent to Western Power for calibration in accordance with the Code. However, as advised by the PFM's Compliance and Utilities Manager there have not been any calibrations completed since 2008 and although PFM have monitored and checked on site, there is no documentation to support this. The PFM's Compliance and Utilities Manager advised that he is in the process of creating a Preventative Maintenance prompt in Maximo Computerised Maintenance Management System (CMMS) for a reminder on a yearly basis.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> PFM should resume the testing of meters for compliance with the Electricity Industry Metering Code 2005 as per the PFM Meter Installation and Calibration work procedure. PFM should ensure that a Preventative Maintenance Prompt for a reminder is created in Maximo CMMS to 	

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						ensure monitoring of compliance on a yearly basis. (Post Audit Implementation Plan item 1.11)	
320	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	The PFM Meter Installation and Calibration work procedure is in place. 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.	5
321	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 metrology procedure.	2	N/A	Audit confirmed with the PFM's Senior Contract Manager that RIA does not use interval meters. RIA's meters are not programmable.	N/A
322	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	2	N/A	Not applicable as per item 321.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			relevant telecommunications regulations, to allow the interval energy data to be downloaded in the manner prescribed.				
323	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.5(1), (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
324	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 in the manner prescribed (unless otherwise agreed).	2	4	As per obligation 319.	2
325	Integrated Regional Licence	Electricity Industry Metering	A network operator must ensure that, except for a Type 7 metering installation, the	2	5	PFM'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	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	Code clause 3.5(4)	metering point for a revenue metering installation is located as close as practicable to the connection point in accordance with good electricity industry practice.			<p>comply with the metrology procedure and national measurement act.</p> <p>Audit confirmed with PMF's Compliance and Utilities Manager that the metering points of the RIA's revenue metering installations are located as close as practicable to the connection points in accordance with good electricity industry practice. The location of meters is recorded in the RIA Meter Database.</p>	
326	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
327	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 non-compliance and arrange for the non-compliance to be corrected as soon as practicable.	2	5	<p>Audit confirmed with the PFM's Compliance and Utilities Manager that they were not aware of any metering installation becoming non-compliant with the Code during the audit period.</p> <p>As advised by the PFM's Compliance and Utilities Manager, the metering installation would be replaced entirely with a new one and in accordance with the Customer Service Charter the fee applicable for meter testing would be refunded to the customer and customer's consumption charges adjusted.</p>	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
328	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
329	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 PFM's Network. Access to the PFM's Network is secured through passwords in accordance with PFM's ICT Security Policy. The PFM's Senior Contract Manager confirmed that all metering installations are equipped with tamper proof tags.	5
330	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 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.	2	5	As per obligation 319.	2
331	Integrated Regional	Electricity Industry	For a metering installation used to supply a customer	2	N/A	There are no customers in this category.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	Metering Code clause 3.9(7)	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.				
332	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 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.	2	5	<p>Audit confirmed with the PFM's Compliance and Utilities Manager that there was no compensation for any meter on Rottneest island during the audit period.</p> <p>As advised by the PFM's Compliance and Utilities Manager, the metering installation would be replaced entirely with a new one and in accordance with the Customer Service Charter the fee applicable for meter testing would be refunded to the customer and customer's consumption charges adjusted.</p>	N/R
333	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	2	N/A	RIA's metering installations do not have programmable settings.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			applicable metrology procedure and comply with any applicable specifications or guidelines specified by the National Measurement Institute under the National Measurement Act.				
334	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	PFM confirmed that metering installations provide a 100% level of availability.	5
335	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.11(2)	A network operator must make repairs to the metering installation in accordance with the applicable service level agreement if an outage or malfunction occurs to a metering installation.	2	5	The FOU Agreement is in place to install and maintain metering installations to the requirements of the Licence.	5
336	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

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
337	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. PFM confirmed that each metering installation complies with the prescribed design requirements. PFM's "Meter Installation and Calibration" work procedure states that all new installations must be in accordance with the Electricity Industry Metering Code 2005.	5
338	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 any requirements specified in the applicable metrology procedure.	2	5	As per obligation 337.	5
339	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	As per obligation 337.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
340	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	PMF maintains the CAD drawings in the "Cable Layout: Master File" and a register of all power assets is contained in the PMF asset register and the asset management system (Navision). In addition, PMF has developed a process of review of all CAD drawings of cable layouts concerning the Rottneast Island power utilities and has documented the process in the 'Review of CAD Drawings' procedure.	5
341	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
342	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.13(c)	A partial check metering installation must be physically arranged in a manner determined by the network operator, acting in accordance with good electricity industry practice.	2	N/A	PMF confirmed that no partial check metering installations are present.	N/A
343	Integrated Regional	Electricity Industry	A check metering installation for a metering point must not	2	N/A	Not applicable as per obligation 342.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	Metering Code clause 3.13(4)	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.				
344	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 calibration factors within the meter in order to achieve the overall accuracy requirements prescribed.	2	5	Audit confirmed with the PFM's Compliance and Utilities Manger that there is no metering installation in use on the Island that uses meter class CTs and VTs that do not comply with Table 3 in Appendix 1.	N/A
345	Integrated Regional Licence	Electricity Industry Metering	A network operator must ensure that a Type 1 metering installation to Type 5 metering	2	5	RIA is not in the wholesale electricity market.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	Code clause 3.16(1)	installation on the network has the facilities and functionality prescribed.				
346	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	N/A	RIA is not in the wholesale electricity market.	N/A
347	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.16(3)	If a device is used as a data logger, the energy data for a metering point on the network must be collated in trading 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.	2	N/A	RIA is not in the wholesale electricity market.	N/A
348	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	2	N/A	RIA is not in the wholesale electricity market.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			clause 3.16(4) of the Code.				
349	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	N/A	RIA is not in the wholesale electricity market.	N/A
350	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 circumstances where immediately before entering into the contract, the electricity retail corporation supplied electricity to the contestable customer under a regulated contract, then the metering installation for the connection point must comply with the prescribed wholesale market metering installation requirements.	2	N/A	RIA is not in the wholesale electricity market.	N/A
351	Integrated	Electricity	A network operator must, if	2	N/A	RIA has an Integrated Regional Licence on Island. There is	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Regional Licence condition 5.1	Industry Metering Code clause 3.20(1)	reasonably requested by a Code participant, provide enhanced technology features in a metering installation.			no other supplier on the island.	
352	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
353	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.21(1)	Meters containing an internal real time clock must maintain time accuracy as prescribed. Time drift must be measured over a period of 1 month.	2	4	The meter internal real time clock function is not used.	N/A
354	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	2	4	Customers' meters do not require communication links. In accordance with the PFM's 'Meter Readings – Monthly' work procedure, meter readings are entered on the spreadsheet located in the Public Drive/Utilities/Power Gen/Monthly Readings. Confirmed with PMF that interval energy data is being stored for the periods prescribed. (200 days)	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			prescribed.				
355	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 3.22	A network operator providing one 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.	2	N/A	The majority of meters on the Island are older types with only a few newer digital accumulation meters that have enhanced technology features. The advanced technology functions available on these meters are not used by PFM, essentially because this would require PFM 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. PFM 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.	N/A
356	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
357	Integrated Regional Licence	Electricity Industry Metering	Where signals are provided from the meter for the user or the user's customer use, a	2	N/A	Not applicable as per obligation 356.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	Code clause 3.23(b)	network operator must provide the user or the user's customer with sufficient details of the signal specification to enable compliance with clause 3.23(c) of the Code.				
358	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	Audit confirmed with the PFM's Senior Contract Manager that RIA does not use pre-payment meters.	N/A
359	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	2	5	Programmed Facility Management Pty Ltd is a holder of an Electrical Contractor's Licence No EC008521 dated 29 October 2009 and is therefore authorised to carry on business as an electrical contractor in accordance with the Electricity (Licensing) Regulations 1991.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			registration.				
360	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 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.	2	5	<p>Programmed Facility Management Pty Ltd is the only registered metering installation provider that RIA uses.</p> <p>Audit sighted RIA website and confirmed that Tungsten's name and licence number is published on the website. Tungsten Group Pty Ltd has changed its name to Programmed Facility Management Pty Ltd on 23 September 2009. Audit sighted the Certificate of Registration on Change of Name.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should update the details of the registered metering installation provider on RIA's website to reflect the change of name from Tungsten Group Pty Ltd to Programmed Facilities Management Pty Ltd. (Post Audit Implementation Plan item 1.20) 	4
361	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	4	Audit confirmed that the RIA Metering Data Base contains standing data and energy data for each metering point. The data base is maintained and administered by PFM.	5
362	Integrated Regional Licence condition	Electricity Industry Metering Code	A network operator must ensure that its metering database and associated links, circuits, information	2	4	The Metering Database and Metering Installation is maintained independently by PFM. The Operations Support Manager confirmed that they meet industry standards in password length and complexity i.e. password must be a	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1	clause 4.1(2)	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.			<p>minimum of 8 characters in length, password expires every 60 days and must be reset and password must be alpha-numeric.</p> <p>A firewall is present at every single point of entry into PFM's network to prevent unauthorised access which is monitored continuously.</p>	
363	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	4	PFM has a Disaster Recovery Framework in place to be used for all PFM 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
364	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	<p>The RIA Meter Database was established and verification of all meters completed.</p> <p>PFM 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 1st March each year the database is 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.</p>	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
365	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	As per obligation 364.	5
366	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
367	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 4.5(1)	A Code participant must not knowingly permit the registry to be materially inaccurate.	NR	4	The RIA Meter Database is established and verification of all meters is completed. PFM 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 database is 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
368	Integrated Regional	Electricity Industry	If a Code participant (other than a network operator)	2	N/A	Not applicable as per obligation 366.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	Metering Code clause 4.5(2)	becomes aware of a change to or an inaccuracy in an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.				
369	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	Not applicable as per obligation 366.	N/A
370	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	2	N/A	Not applicable as per obligation 366.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			undertake investigations to the standard of good electricity industry practice to determine whether the registry should be updated, and update the registry as required.				
371	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	Not applicable as per obligation 366.	N/A
372	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	Not applicable as per obligation 366.	N/A
373	Integrated	Electricity	A network operator must have	2	5	The PFM's Senior Contract Manager confirmed that all	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Regional Licence condition 5.1	Industry Metering Code clause 4.8(4)	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 local or remote access, in the manner prescribed, sufficient to the standard of good electricity industry practice.			<p>metering installations are equipped with a temper proof tag.</p> <p>The Metering Database and Metering Installation is maintained independently by PFM. The PFM'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.</p> <p>A firewall is present at every single point of entry into PMG's network to prevent unauthorised access which is monitored continuously.</p> <p>Sighted PFM's ICT Security Policy.</p>	
374	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 PFM's Operations Support Manager regarding password length and complexity.</p> <p>In accordance with PFM's ICT Security Policy, all user registrations are controlled by the Human Resources department, who send requests to ICT for new users and the removal of ex-employees. ICT periodically reviews current users to ensure that the accounts are still current and there is appropriate access control over data files. The schedule for this review is available in the IT calendar of Periodic Tasks.</p>	5
375	Integrated Regional Licence condition	Electricity Industry Metering Code	A network operator must retain energy data in its metering database for each metering point on its network	2	5	PFM 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	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1	clause 4.9	for at least the periods, and with the level of accessibility, prescribed.			the Island. Energy records are accessible on PFM's metering database.	
376	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
377	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	Not applicable as per item 376.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
378	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 metering database within the timeframes prescribed.	2	4	The Meter Readings – Monthly work procedure requires that all meters are read monthly. In accordance with the procedure, the meter reading is marked down on the manual data entry sheet first and then entered into the metering database. Meter readings are entered on the spreadsheet located in the Public Drive/Utilities/Power Gen/Monthly Readings. The procedure has been updated and it now stipulates that the readings to be entered into the data base within 2 business days at the completion of the meter reading run.	5
379	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
380	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.4(2)	A user must, when reasonably requested by a network operator, use reasonable endeavours to assist the network operator to comply with the network operator's obligation.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
381	Integrated Regional Licence	Electricity Industry Metering	A network operator may only impose a charge for the provision of data under this	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	Code clause 5.5(2)	Code in accordance with the applicable service level agreement between it and the user and must not impose a charge for the provision of data if another enactment prohibits it from doing so.				
382	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.5(3)	A user must not impose any charge for the provision of the data under this Code unless it is permitted to do so under another enactment.	2	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 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
384	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

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
385	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
386	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.9	A network operator must provide standing data, provided to or obtained by it under this Code, to users where required to do so under any enactment.	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 5.10	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
388	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	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

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			the connection point within the timeframes prescribed.				
389	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
390	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
391	Integrated Regional	Electricity Industry	A network operator must acknowledge receipt of a bulk	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	Metering Code clause 5.14(3)	standing data request from a user and provide the requested standing data within the timeframes prescribed in accordance with the communication rules.				
392	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
393	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.16	A user that collects or receives energy data from a metering installation must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
394	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.17(1)	A user must provide standing data and validated (and where necessary substituted or estimated) energy data to the user's customer, to which that information relates, where the user is required by an enactment or an agreement to	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			do so for billing purposes or for the purpose of providing metering services to the customer.				
395	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.18	A user that collects or receives information regarding a change in the energisation status of a metering point must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
396	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assist the network operator in meeting its obligations described in the Code and elsewhere.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
397	Integrated Regional Licence	Electricity Industry Metering	A user must, to the extent that it is able, collect and maintain a record of the address, site	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	Code clause 5.19(2)	and customer attributes, prescribed in relation to the site of each connection point, with which the user is associated.				
398	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.19(3)	A user must, after becoming aware of any change in a site's prescribed attributes, notify the network operator of the change within the timeframes prescribed.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
399	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.19(4)	A user that becomes aware that there is a sensitive load at a customer's site must immediately notify the network operator's Network Operations Control Centre of the fact.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
400	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.19(5)	A network operator must give notice to a user, or (if there is a different current user) the current user, acknowledging receipt of any customer, site or address attributes from the user 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
401	Integrated Regional	Electricity Industry	A user must use reasonable endeavours to ensure that it	NR	N/A	RIA has an Integrated Regional Licence on the Island. There	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	Metering Code clause 5.19(6)	does not notify the network operator of a change in an attribute that results from the provision of standing data by the network operator to the user.			is no other supplier on the Island.	
402	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
403	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
404	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	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			Code participant of the result of the verification and provide the verified energy data within the timeframes prescribed.				
405	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
406	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
407	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.21(5)	A Code participant must not request a test or audit unless the Code participant is a user and the test or audit relates to a times at which the user was the current user or the Code participant is the IMO.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
408	Integrated Regional	Electricity Industry	A Code participant must not make a test or audit request	2	N/A	RIA has an Integrated Regional Licence on the Island. There	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Licence condition 5.1	Metering Code clause 5.21(6)	that is inconsistent with any access arrangement or agreement.			is no other supplier on the Island.	
409	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
410	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.21(9)	Any written service level agreement in respect of the testing of the metering 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.	2	N/A	This clause applies where a Code Participant requires the service from the Network Operator. Since RIA has an Integrated Regional Licence on the Island and there is no other supplier on the island, this clause does not apply to RIA.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
411	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 obligation 410.	N/A
412	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 obligation 410.	N/A
413	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 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.	2	4	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 Readings – Monthly work procedure is in place that deals with data validation and provision of estimated bill.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
414	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
415	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 on the Island and there is no other supplier on the island, this clause does not apply to RIA.	N/A
416	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 detection.	2	N/A	RIA has an Integrated Regional Licence on Island. There is no other supplier on the Island.	N/A
417	Integrated Regional Licence condition	Electricity Industry Metering Code	Substitution or estimation of energy data is to be required when energy data is missing, unavailable or corrupted,	2	5	Audit confirmed with the PFM's Compliance and Utilities Manager that there were no instances of missing, unavailable or corrupt energy data, during the audit period, and no energy data were substituted or estimated.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1	clause 5.22(5)	including in the circumstances described.			<p>The Meter Readings – Monthly work procedure is in place that deals with the provision of estimated data.</p> <p>The Meter Readings – Monthly work procedure has been updated and it now stipulates that should any data be corrupted, unavailable or missing, the basis of substitution or estimation will be in accordance with section 2.4 of the Customer Service Charter and section 8.4 of the Standard Form Contract.</p>	
418	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	As per obligation 417.	N/R
419	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 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.	2	5	As per obligation 417.	N/R
420	Integrated Regional Licence	Electricity Industry Metering	A network operator that has designated a deemed actual value for a metering point	2	5	As per obligation 417.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	Code clause 5.23(3)	must repair or replace the meter or one or more of components of metering equipment (as appropriate) at the metering point.				
421	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	As per obligation 417.	N/R
422	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 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 replace the first value with the second value if doing so would be consistent with good electricity industry practice.	2	5	<p>The Meter Readings – Monthly work procedure covers the requirement re actual data for energy data (see obligation 421) but the work procedure has not been updated to cover the requirement re deemed actual data as per this clause.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Meter Readings – Monthly work procedure should be updated to include reference to the deemed actual data to comply with the requirements of this clause. (Post Audit Implementation Plan item 1.12) 	N/R
423	Integrated	Electricity	A network operator that uses	2	5	The Meter Readings – Monthly work procedure covers the	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Regional Licence condition 5.1	Industry Metering Code clause 5.24(3)	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.			<p>requirement re actual data for energy data (see item 421) but the work procedure has not been updated to cover the requirement re estimated or substituted value as per this clause.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Meter Readings – Monthly work procedure should be updated to include reference to the estimated or substituted value to comply with the requirements of this clause. (Post Audit Implementation Plan item 1.13) 	
424	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 or substituted value to be replaced.	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
425	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	2	5	<p>The Meter Reading – Monthly work procedure is in place that deals with provision of estimated data and data transformation or processing.</p> <p>Electronic data is not downloaded remotely at Rottneest Island. All readings are done manually and data is stored on the PFM's Network.</p>	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			preserves its accuracy in accordance with the metrology procedure.				
426	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.27	Upon request, a current user must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	2	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 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
428	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.30(1)	If a network operator makes an election for the electricity networks corporation to be its metering data agent in relation to a network, then the electing network operator and 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 ¹	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 (Refer to the 7-point rating scale in section 2.5)
			corporation must enter into a metering data agency agreement in relation to the network, which must deal with at least the matters prescribed.				
429	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
430	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 ¹	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 (Refer to the 7-point rating scale in section 2.5)
			corporation must undertake the upgrade in accordance with the metering data agency agreement and good electricity industry practice.				
431	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 5.34(2)	Except to the extent that the metering data agency 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
432	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	<p>The PFM Meter Installation and Calibration work procedure is in place. 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>However, as described at obligation 319 above, in accordance with the procedure, a percentage of electricity meters is to be removed each year for testing as per the Electricity Industry Metering Code 2005 and sent to Western Power for calibration in accordance with the Code. However, as advised by the PFM's Compliance and Utilities Manager there have not been any calibrations completed since 2008</p>	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						and although PFM have monitored and checked on site, there is no documentation to support this. The PFM's Compliance and Utilities Manager advised that he is in the process of creating a Preventative Maintenance prompt in Maximo Computerised Maintenance Management System (CMMS) for this on a yearly basis. <i>Refer to Recommendation in obligation 319 above and Post Audit Implementation Plan item 1.11.</i>	
433	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 6.1(2)	A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	2	N/A	RIA is not subject to any access arrangements.	N/A
434	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	4	Audit confirmed with RIA and PFM that during the audit period the Authority has not required the amendment of the metrology procedure document. Accordingly, an assessment of compliance with this clause cannot be made.	N/R
435	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 7.2(1)	Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			a telephone number for voice communication in connection with the Code.				
436	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
437	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
438	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
439	Integrated Regional Licence	Electricity Industry Metering	A Code participant must not disclose, or permit the disclosure of, confidential	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	Code clause 7.5	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.				
440	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	<p>Section 18 of the Standard Form Contract on Confidentiality addresses requirements of this clause.</p> <p>RIA and PFM maintain records management systems whereby confidential documents are secure and applied with restricted access to authorised personnel only.</p> <p>RIA's and PFM's computerised systems have IT controls (passwords, firewall) to prevent information from unauthorised access.</p> <p>All hard copy documentation and records are maintained in the secure site offices.</p>	5
441	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	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
			Code by negotiations in good faith.				
442	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 8.1(2)	If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
443	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
444	Integrated Regional Licence	Electricity Industry Metering	If the dispute is resolved by representative negotiations, senior management	2	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	condition 5.1	Code clause 8.1(4)	negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.				
445	Integrated Regional Licence condition 5.1	Electricity Industry Metering Code clause 8.3(2)	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective of dispute resolution with as little formality and technicality and with as much expedition as the requirements of Part 8 of the Code and a proper hearing and determination of the dispute, permit.	NR	N/A	RIA has an Integrated Regional Licence on the Island. There is no other supplier on the Island.	N/A
ELECTRICITY INDUSTRY (NETWORK QUALITY AND RELIABILITY OF SUPPLY) CODE							
446	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	4	It was noted that the 2010 Network Quality and Reliability of Supply audit (2010 NQRS audit) found that measurements are carried out once a year over 24 hours. However there is no formal system for planning and managing power quality monitoring in place. The level of monitoring is insufficient to provide confidence of continuous compliance and more frequent measurements over longer intervals will be required for compliance with the Code. The auditor recommended	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>preparing and implementing a realistic monitoring plan which satisfies the requirements of the Code.</p> <p>Although, Audit was advised by PFM's Compliance and Utilities Manager that the power harmonics monitoring is now being completed every 6 months for a period of one week at the time and this is being prompted by Maximo. However no evidence was provided that monitoring also includes voltage fluctuations (flickers) as required by the Code.</p> <p>The 2010 electricity supply quality monitoring was carried out by PFM in June 2010 and analysed by GHD. In terms of compliance with the requirements for quality of supply:</p> <ul style="list-style-type: none"> • Voltage fluctuations: There has been no monitoring of voltage fluctuations (flicker) as required by the Code; • Harmonics distortion: Total Harmonics Distortion was within the required limits of 8%. Of the individual harmonics there was compliance for all orders except for the 6th harmonic which was exceeded at the hotel, shops and lodge. The cause for the non-conformance appears to be an inverter fault at the wind turbine, which had also been identified in the 2009 monitoring. <p>Recommendation:</p> <ul style="list-style-type: none"> ▪ Monitoring of voltage fluctuations (flicker) should be included in the Monitoring Plan as required by the Code. (Post Audit Implementation Plan item 1.14) 	
447	Integrated	Electricity	A distributor or transmitter	NR	5	Confirmed with the PFM's Compliance and Utilities Manager	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	Regional Licence condition 5.1	Industry (Network Quality and Reliability of Supply) Code 2005 clause 8	must, so far as reasonably practicable, disconnect the supply of electricity to installations or property in specified circumstances, unless it is in the interest of the customer to maintain the supply.			<p>that there was no disconnection of electricity supply to installations or property during the audit period.</p> <p>The Customer Service Charter and the Standard Form Contract 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 provided on which information will be given regarding the nature of the emergency and an estimate of when the supply will be restored.</p> <p>The PFM's 11kV System Isolation/Disconnection work procedure outlines the formal decision making process and responsibility for disconnection of customer.</p>	
448	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	<p>Under the FOU Agreement, the responsibility to maintain uninterrupted electricity services to Rottneest Island users is placed on PFM. PFM monitors the number and duration of interruptions. Sighted the 2009/10 Network Quality and Reliability of Supply Report (2009/10 NQRS Report) on RIA website. Both the recorded number and duration of interruptions were within the Code requirements.</p> <p>The Incident Investigation Report Form is available for formal investigation of all incidents. Sighted the Incident Investigation Reports completed during the audit period.</p>	5
449	Integrated Regional Licence condition	Electricity Industry (Network Quality and	A distributor or transmitter must, so far as reasonably practicable, reduce the effect of any interruption on a	NR	4	The Rottneest Island Electrical Services Recovery Plan (May 2009) includes contingency plans to maintain supply and reduce the impact of interruptions. The Recovery Plan covers generations and distribution failures.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1	Reliability of Supply) Code 2005 clause 10(1)	customer.				
450	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 10(2)	A distributor or transmitter must consider whether, in specified circumstances, it should supply electricity by alternative means to a customer who will be affected by a proposed interruption.	NR	5	A process is in place to use emergency generators to supply customers where required. However, confirmed with the PFM's Compliance and Utilities Manager that there was no instance during the audit period that would require the emergency generators to be used supply electricity to a customer.	N/R
451	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	<p>Confirmed with the PFM's Compliance and Utilities Manager that there were no significant interruptions to small use customers during the audit period. Sighted the 2009/10 NQRS Report on RIA website. Both the recorded number and duration of interruptions were within the Code requirements.</p> <p>However, the 2010 NQRS audit found that whilst there was a reporting of generation events, additional data reporting is required to monitor compliance with this requirement for all outages, including distribution outages. The auditor recommended to extend monitoring to report on all interruption times and duration, including distribution. As advised by the PFM's Compliance and Utilities Manager, the</p>	3

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>monitoring and reporting on times and duration of distribution outages is yet to be implemented.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that the monitoring is extended to report on all interruption times and durations, including distribution, as recommended by the 2010 NQRS audit. (Post Audit Implementation Plan item 1.15) 	
452	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	<p>Performance reporting with KPIs is included in the FOU Agreement. Audit sighted the 2009/10 NQRS Report and confirmed that the reported average total length of interruptions of supply of 180.42 minutes was less than the standard for average total length of interruptions of 290 minutes in any area of the State, other than the Perth CBD and urban areas.</p> <p>However, it was noted that the average total length of interruptions was calculated over three years rather than four years as required under the clause 13(3) of the Code. The average total length of interruptions over 4 years is 188.43 minutes which is still within the required limit</p>	4
453	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005	The average total length of interruptions of supply is to be calculated using the specified method.	2	5	<p>Audit sighted the 2009/10 NQRS Report and noted that the reporting of the average total length of interruptions of supply is over three years while it should be over four years period.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> An average total length of interruptions of supply should 	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
		clause 13(3)				be determined by taking the average of the 4 annual figures, rather than three. (Post Audit Implementation Plan item 1.16)	
454	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	Audit confirmed with RIA and PFM that no application has been made to the Minister for variation of obligations under this Part of the Code. Nevertheless, Section 3 of the Customer Service Charter has the capacity to meet this requirement.	N/R
455	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	Audit confirmed with RIA and PFM that no agreement has been entered into with a customer during the audit period to exclude or modify provisions under this Part of the Code.	N/R
456	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability	A distributor operating a relevant distribution system must, in specified circumstances, make a payment to a customer within	2	5	Audit confirmed with the RIA and PFM that RIA was not required, during the audit period, to make a payment for failure to give required notices of planned interruption. Nevertheless, Section 4.3 of the Customer Service Charter does provide for at least 3 days notice to the customer prior	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
		of Supply) Code 2005 clause 18	a specific timeframe for a failure to give required notice of planned interruption.			to the interruption and for the commitment to pay \$20 on application, if RIA fails to provide the customer with this notice.	
457	Integrated Regional Licence condition 5.1	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.	2	5	Audit confirmed with the RIA and PFM that RIA was not required, during the audit period, to make a payment for supply interruptions exceeding 12 hours. Nevertheless, Section 4.3 of the Customer Service Charter does inform that the customer may be eligible for a compensation payment if the interruption lasts for 12 hours or more. The customers are encouraged to call a contact number for more information on eligibility and how to make a claim.	N/R
458	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 Customer Service Charter does inform that the customer may be eligible for a compensation payment if RIA fails to give required notice of a planned interruption or 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
459	Integrated Regional Licence condition	Electricity Industry (Network Quality and	A distributor operating a relevant distribution system must provide written notice to customers about payments for	2	5	Audit confirmed with Sunco Property and McGees Property that a written notice is sent to all customers at the address to which accounts are sent.	5

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1	Reliability of Supply) Code 2005 clause 21(2)	failure to meet the requirements in Sections 18 and 19 of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005.			Sighted copies of the written notices sent to customers by Sunco Property and McGees Property.	
460	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 21(3)	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.	2	1	<p>Audit confirmed with Sunco Property that a written notice is sent to all customers each financial year. Sighted Sunco's written notices dated 23 June 2009 and 28 June 2010. An annual written notice for next financial year will be sent to all customers by Sunco in June 2011.</p> <p>Confirmed with McGees Property that a written notice for 2010/11 financial year will be sent out to all customers with the next bill in June 2011. Audit sighted a draft notice dated 24th May 2011. However, McGees Property advised that no written notice was provided to the customers in the 2009/10 financial year.</p> <p>Under the FOU Agreement, PFM is responsible for ensuring the RIA is compliant with all its electricity licence and reporting requirements. The requirement for an annual Service Level Advice Notice to customers and relevant due dates are included in the PFM License and Permit Register, the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that, not less than once in each 	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						financial year, a written notice is 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. (Post Audit Implementation Plan item 1.17)	
461	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	Performance reporting is in place. The FOU Agreement sets the responsibility for performance monitoring and reporting. Sighted the 2009/10 NQRS Report published on RIA website.	5
462	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	The NQRS Reports for 2005/06, 2006/07, 2007/08, 2008/09 and 2009/10 are published on the RIA website. Confirmed with RIA and PFM that records of information supporting the report are maintained in line with the period specified.	5
463	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	2	5	Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer has made a quality investigation request during the audit period. Nevertheless, Section 3.1 of the Customer Service Charter	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1	Reliability of Supply) Code 2005 clause 24(3)	specified requirements.			provides for quality investigation. Section 3.4.2 "Complaints" further states that written complaints will be resolved within 20 business days.	
464	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	Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer has made a quality investigation request during the audit period. Nevertheless, Section 3.1 of the Customer Service Charter covers requirements of this clause.	N/R
465	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	Audit confirmed with RIA, PFM, Sunco Property and McGees Property that no customer has made a complaint or asked to be given such information during the audit period. Nevertheless, the complaint procedure is outlined in Section 17 of the Standard Form Contract and Section 3.4.2 of the Customer Service Charter.	N/R
466	Integrated Regional Licence condition	Electricity Industry (Network Quality and	A document setting out a distributor's or transmitter's complaint handling process must contain the specified	2	5	Refer obligation 465.	N/R

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
	5.1	Reliability of Supply) Code 2005 clause 25(3)	information.				
467	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	1	<p>Audit confirmed that RIA had arranged for 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 2009 and the period ending on 30 June 2010. Sighted the 2009 NQRS audit report and 2010 NQRS audit report published on the RIA website.</p> <p>Audit confirmed with the PFM's Compliance and Utilities Manager that they have not yet engaged an expert to undertake the NQRS audit for 2010/11 period and that the quotations for these works will be sourced at the end of the current reporting period ending 30 June 2011.</p> <p>It was noted that a requirement for the NQRS audit and relevant due dates are included in the PFM License and Permit Register, the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p>	5
468	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	1	<p>Audit confirmed that RIA and PFM prepared the NQRS Report in respect of each year ending on 30 June. Sighted the NQRS Reports for 2005/06, 2006/07, 2007/08, 2008/09 and 2009/10 published on the RIA website.</p> <p>However, it was noted that the 2010 NQRS audit found that</p>	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
		Code 2005 clause 27(1)				<p>the 2009/10 NQRS Report required corrections and that a formal checking procedure was not in place. The auditor recommended implementing a formal verification procedure to check the report information against the data prior to issuing. As advised by the PFM's Compliance and Utilities Manager, a formal verification procedure is yet to be implemented.</p> <p>Confirmed with the RIA's Manager Facilities Operations and Utilities that the 2008/09 NQRS Report and 2009/10 NQRS Report as well as the 2010 NQRS audit report were published on the RIA website in May 2011, and therefore late and well over the publishing due date i.e. not later than the following 1 October. The publishing date of the 2009 NQRS audit report was not known.</p> <p>Under the FOU Agreement, PFM is responsible for ensuring RIA is compliant with all its electricity licence and reporting requirements. It was noted that the requirement to prepare the NQRS Report and relevant due dates are included in the PFM License and Permit Register, the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar. In addition, the PFM License and Permit Register was updated for the requirement that the NQRS Report be available free of charge in the RIA office.</p> <p>However, it was noted that the requirement to publish the NQRS audit report (referred to in section 26) on the RIA website not later than the following 1 October is not included in the PFM License and Permit Register and/or in the PFM</p>	

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that all future Network Quality and Reliability of Supply Reports as well as all Network Quality and Reliability of Supply audit reports prepared by an independent expert are published on the RIA website within the regulatory timeframes required. The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to publish the Network Quality and Reliability of Supply audit report (referred in section 26) on the RIA website not later than the following 1 October. RIA should ensure that a formal verification procedure to check the NQRS Report information against the data prior to issuing is implemented as recommended by the 2010 NQRS audit. (<i>Post Audit Implementation Plan item 1.18</i>) 	
469	Integrated Regional Licence condition 5.1	Electricity Industry (Network Quality and Reliability of Supply)	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	1	<p>Audit confirmed with the RIA's Manager Facilities Operations and Utilities that:</p> <ul style="list-style-type: none"> The 2009/10 NQRS Report was provided to the Authority on 29th September 2010 and therefore not by the due date. The 2009/10 NQRS Report was not 	2

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
		Code 2005 clause 27(3)				<p>provided to the Minister;</p> <ul style="list-style-type: none"> It is unknown to RIA when (or if) the 2008/09 NQRS Report was provided to the Authority and to the Minister; The 2010 NQRS audit report was not provided to the Authority by the due date, as advised by the Authority in a letter dated 20 October 2010 (Ref. D4428). It is unknown to RIA whether the 2010 NQRS audit report was provided to the Minister; It is unknown to RIA when (or if) the 2009 NQRS audit report was provided to the Authority and to the Minister. <p>The requirement to provide the NQRS Report to the Authority and to the Minister and relevant due dates are included in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>However, it was noted that the requirement to provide a copy of the NQRS audit report (referred to in section 26) to the Authority and to the Minister and the relevant due dates is not included in the PFM License and Permit Register and/or in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> RIA should ensure that copies of all future Network Quality and Reliability of Supply Annual Performance Reports as well as all Network Quality and Reliability of Supply Performance Audit reports prepared by an 	

No ¹	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 (Refer to the 7-point rating scale in section 2.5)
						<p>independent expert are provided to the Authority and the Minister within the regulatory timeframes.</p> <ul style="list-style-type: none"> ▪ RIA should ensure that evidence of when the required documents were submitted to relevant parties is kept to provide an audit trail. ▪ The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to provide a copy of the Network Quality and Reliability of Supply Performance Audit report (referred in section 26) to the Authority and to the Minister within the regulatory timeframes. (<i>Post Audit Implementation Plan item 1.19</i>) 	

3.4 Recommended Changes to the Licence

No changes to the licence are considered necessary.

3.5 Conclusion

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 Integrated Regional Licence performance and quality standards during the audit period 1st April 2009 to 31st March 2011 apart from 12 non-compliances out of 196 obligations (6.1%) as noted below:

Compliance Reporting Obligations

- Not providing required information (2010 Compliance Report and 2010 Data Sheets) to the Authority within the required timeframes under clause 16.1 of the EIRL3 Licence;
- Not providing all required information to the Authority and to the Minister within the required timeframes under clause 13.15(3) of the Code of Conduct (no evidence could be located in RIA's records of the 2009 Code of Conduct Report being provided to the Authority or to the Minister);
- Not publishing required information (independent auditor report per clause 26(1) of the Network Quality and Reliability Supply (NQRS) Code and NQRS Report) within the required timeframes under clause 27(1) of the NQRS Code;
- Not providing required information (independent auditor report per clause 26(1) of the Network Quality and Reliability Supply (NQRS) Code and NQRS Report) to the Authority and to the Minister within the required timeframe under clause 27(3) of the Network Quality and Reliability Supply Code.

Other Obligations

- Not including the minimum prescribed information (the due date and a consumption graph or bar chart) on the customer's bill under clauses 4.5(1) and 5.1 of the Code of Conduct;
- No annual written notice to customers of the RIA's obligations to make any service standard payments to the customer under Part 14 of the Code of Conduct and under any other legislation in Western Australia, as required under clause 10.3A of the Code of Conduct;
- Not publishing on its website information on distribution standards and monitoring arrangements prescribed or adopted as required under clause 10.8(2) of the Code of Conduct;
- Insufficient monitoring of meters and metering installations for compliance with clauses 3.1, 3.5(3) and 3.9(3) of the Electricity Industry Metering Code (3 obligations);
- Not calculating and reporting the average total length of interruptions of supply over a four year period as required under clause 13(3) of the Network Quality and Reliability of Supply Code (reporting was over three years in 2009 and 2010); and
- Not providing an annual written notice to eligible customers under clause 21(3) of the Electricity Industry Network Quality and Reliability of Supply Code.

These are largely historical issues that should be rectified in future by implementing recommended improvements in the RIA's compliance framework.

Other improvements identified concerned the following:

- Update the information on meter testing in the Customer Service Charter to make it consistent with Appendix 1 of the Metering Code i.e. accuracy of +/- 1.5%;
- Update the Customer Service Charter for the requirements of clauses 14.1(1) and 14.2(1) of the Code of Conduct;
- Extend monitoring to report on all interruption times and durations, including distribution, as required under clause 12(3) Network Quality and Reliability of Supply Code;
- Update the details of the registered metering installation provider on RIA's website to reflect the change of provider's name, under clause 3.29 of the Electricity Industry Metering Code;
- Update the PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar as recommended in this audit; and
- Review and update the PFM Meter Readings – Monthly work procedure to include the requirements of clauses 5.24(2) and 5.24(3) of the Electricity Industry Metering Code.

The audit confirmed the RIA has complied with its compliance reporting obligations for the period 1st July 2008 to 30th June 2010 apart from four exceptions noted above. The audit made several recommendations to RIA to improve the strength of its internal controls over compliance reporting obligations. Otherwise, the control environment is considered adequate.

The Post Audit Implementation Plan in Appendix A provides a summary of the issues and recommendations from the audit with responses from RIA.

Rottnest Island Authority

**Performance Audit and
Asset Management System Review 2011
(Electricity Licence)**

**Detailed Report
- Asset Management System Review**

July 2011

4. Asset Management System Review

The effectiveness of the RIA's asset management system was assessed using the asset management system process and policy definitions ratings and the performance ratings provided by the Authority in the Audit Guidelines.

This included evaluating the key processes of:

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

The review has assessed and rated these key processes as shown in Section 4.1.

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

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

4.1 Summary of Asset Management System Ratings

The audit assessment of the asset management system process and policy definitions and their effectiveness, based on the ratings scale in Section 2.6, is shown in the table below.

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

ASSET MANAGEMENT SYSTEM	Process and policy definition rating	Performance rating
Key Processes	(A=Adequately defined B=Requires some improvement C=Requires significant improvement D=Inadequate)	(1=Performing effectively 2=Opportunity for improvement 3=Corrective action required 4=Serious action required)
1. Asset planning	B	2
2. Asset creation/ acquisition	B	2
3. Asset disposal	B	2
4. Environmental analysis	C	2
5. Asset operations	B	2
6. Asset maintenance	B	3
7. Asset management information system	A	2
8. Risk management	B	2
9. Contingency planning	B	2
10. Financial planning	B	2
11. Capital expenditure planning	A	1
12. Review of the asset management system	B	2

4.2 Previous Review Recommendations

The status of the key recommendations in the previous audit report issued in June 2009 is summarised below.

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
2.1	Asset Planning Non-asset options (eg 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 "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").</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.	The Asset Management Plan (AMP) was revised and issued in October 2010. Figures have all been revised.	Completed. There are further observations on the extent of future demand forecasts, <i>(Post Audit Implementation Plan item 2.2)</i>

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
2.2	Asset Maintenance Procedures Maintenance policies and procedures are documented and linked to service levels required.	The "Work Order Priorities Procedure & Definition" needs to be clarified. 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).	4	The "Work Order Priorities Procedure & Definition" may need minor review to remove uncertainty in response.	The procedure will be updated.	Procedure has been updated.	Completed
2.3	Asset Disposal Disposal alternatives are evaluated.	Tungsten has generic (company-wide) procedures and have created some Rottnest Island specific procedures (adapted from generic). More procedures are to be converted as needed by operation.	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 and understood the procedures New employees will be required to sign that they have read and understood the procedures as part of their induction.	There are records of users/operator's training.	Completed
2.4	Contingency Planning Testing	Tungsten "Rottnest Island Electrical Service Recovery Plan" dated January 2009 is in place providing different scenarios and action	4	Test the contingency planning scenarios as per the schedule.	The scheduled testing will continue.	Further testing was carried out.	Completed on 26/6/2009. Further findings in 2011 review.

Item	Asset Management Element	Previous Review Findings	Prev. Effect. Rating	Recommended Corrective Actions	Post Audit Action Plan	Action Taken	Status
		plans. According to the schedule, each month a different scenario is to be tested. Only one scenario has been performed to date.					<i>(Post-Audit Implementation Plan item 2.7)</i>
2.5	Capital Expenditure Planning Replacement Plan	Some items of plant are shown as needing maintenance in asset register but are not listed in the Restoration/Replacement Plan within the AMP (eg. Cooling Towers Gen-Set 2 and 5)	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 consistency and updated.	New asset database and Life Cycle Report have been implemented and are integrated.	Completed

4.3 Review Results and Recommendations

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
1	ASSET PLANNING	
1.1	Planning process and objectives reflect the needs of all stakeholders and is integrated with business planning.	<p>The process for preparing the Asset Management Plan (AMP) included asset inspection and assessment which verified the condition of the assets and their maintenance requirements. The AMP identifies the planning process as gathering field data on assets ("FieldTrak"), risk analysis of the assets, life cycle modelling (through calculations in "AssetTrak") and output into the AMP. The maintenance requirements have been incorporated into an Asset Risk Mitigation Plan (ARMP) which analyses the risks, provides risk ratings, life cycle costs and generates a life cycle costed plan for maintaining the assets over a 5 year period.</p> <p>The ARMP forms part of the AMP 2010.</p> <p>Projects planned and in progress are listed in an Initial Business Case Update List which has been reviewed by the operator and by RIA. The Initial Business Cases for planned projects are then reviewed by the RIA Development Application Team to assess their relation to the strategic plan, environmental impact and government planning. Projects are included in a capital works list and prioritised. After a further review, projects get approval to go to the market from the Finance & Audit section, the executive, and the RIA Board.</p>
1.2	Service levels are defined.	<p>Service levels are defined both in terms of interruptions to customers, fuel consumption and risks identified within the plant operation. Risk review has resulted in the reduction of the risk levels to moderate or lower according to approved procedures. Plant risks have been assessed and documented in the ARMP. Mitigation actions to reduce the risk levels to below extreme and high have been identified and the implementation timeline has been defined in the ARMP.</p> <p>The AMP does not make reference to service levels such as interruptions to customers, voltage fluctuations etc.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The AMP should have a more explicit definition of service levels. KPIs relating to performance and other relevant KPIs should be reported in the AMP and there should be a review of how well the performance levels are being achieved. (Post Audit Implementation Plan item 2.1)
1.3	Non-asset options (e.g. demand management) are considered.	<p>Demand trend is reported in the AMP however while there are historical graphs of power production from 2006-07 there is no forecast beyond 2010-11 and no analysis of power capacity of plant, including reliable power supply capacity at N-1 or N-2 operation. AMP provides graphs of energy generated per month (kWh/month) which provide overall monthly totals but do not indicate peak day/weekly demand.</p>

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
		<p>The large number of gensets and the ease of procuring temporary generation allow reasonable flexibility in managing demand.</p> <p>Two of the Diesel Generators are due for replacement and work is being planned for the low demand season.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Review the AMP to include forecasts of future demand and review of current and forecast plant reliable capacity. Forecast of demand needs to be included in the AMP or reference made to appropriate planning documents. <p><i>(Post Audit Implementation Plan item 2.2)</i></p>
1.4	Lifecycle costs of owning and operating assets are assessed.	AssetTrak Life Cycle (LC) Cost Calculation has been included in Appendices B & C of the AMP. Life cycle replacement liability has been calculated in the AMP for the period 2011-2015 (5 years)
1.5	Funding options are evaluated.	<p>The draft Rottneest Island Management Plan (RIMP) 2009-2014 sets up the high level sources of funding and has identified issues with future funding.</p> <p>The RIMP has identified 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... The RIA is reviewing the most cost-effective solution including outsourcing or shifting the responsibility to relevant government agencies."</p>
1.6	Costs are justified and cost drivers identified.	Life Cycle Costing and Initial Business Case Update List identify the operational costs. The drivers are condition assessment, risk and funding.
1.7	Likelihood and consequences of asset failure are predicted.	Assets were inspected in September/October 2010 as part of the AMP update process, findings assessed and reported in the AMP. The risks and maintenance requirements for the asset have been identified in the AMP and have been incorporated in the ARMP which analyses the risks, provides risk ratings and Life Cycle Costs. Several assets are identified as of high risk due to age or design. Business Cases have been identified to address those risks.
1.8	Plans are regularly reviewed and updated.	There was evidence of review of plans.
2	ASSET CREATION/ ACQUISITION	
2.1	Full project evaluations are undertaken	New projects are reviewed through Business Cases. The Initial Business Case List provides a summary of projects

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
	for new assets, including comparative assessment of non-asset solutions.	proposed or in progress. An Initial Business Case (IBC, application for Capital Works Funding) was viewed for the initial investigation on the upgrading of the diesel tank bund at the power house for October – November 2010. Several other IBC were viewed.
2.2	Evaluations include all life-cycle costs.	The ARMP analyses the risks, provides risk ratings and Life Cycle Costs for recommended actions in a cost plan which covers the maintenance of the assets over a 5 year period. The “Life Cycle Model of Critical Infrastructure” provides a full list of the assets with residual life, replacement option and costs. There was evidence of review of plans.
2.3	Projects reflect sound engineering and business decisions.	Project approval goes through several review and approval steps including: - risk analysis - life cycle costing - business case submission and approval. Audit viewed the Initial Business Case for Upgrading of Diesel Tank Bunding at Power House.
2.4	Commissioning tests are documented and completed.	Audit sighted Commissioning Reports for Installation of Diesel & Wind systems Generation Set 7 model 320LLD, type Stamford, initial installation date 21 April 2010, test results 18 November 2010.
2.5	Ongoing legal/environmental/safety obligations of the asset owner are assigned and understood.	The AMP has a calendar of licence requirements (the “Licence & Certification Delivery Schedule”) and a licence register. A procedure has been operating to manage the requirements of the electricity licence and other obligations. A new procedure is being introduced using the new PFM asset management database Maximo. The procedure includes flowcharts and generates prompts at required dates to initiate actions required for compliance with obligations. The position of Compliance Manager has been created to be responsible for the closure of Licence compliance actions. Reporting on compliance with the Licence was viewed.
3	ASSET DISPOSAL	
3.1	Under-utilised and under-performing assets are identified as part of a regular systematic review process.	The AMP process incorporates the inspection and condition assessment of the assets, items of plant that are not performing are noted together with reasons. Operational reports show the performance of the network and of generating plant. Reports such as the IBCU List provide the status of recommendations and actions.
3.2	The reasons for under-utilisation or poor performance are critically examined and corrective action or disposal undertaken.	The AMP has reported in detail the status of plant and reasons for condition and performance. Corrective actions have also been included. Routine reports (as per item 3.1 above) are produced to monitor progress of corrective actions. One off investigations are carried out to identify trends and/or review problem areas. Monthly and seasonal performance of wind turbine has been reviewed from 2007 to identify areas where higher

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
		generating efficiencies could be sought. Efficiency of generators is tracked on a monthly basis.
3.3	Disposal alternatives are evaluated.	The Department of Treasury & Finance "Asset Disposal Policy – August 2005" provides guidance to the RIA to undertake the tasks necessary to identify and dispose of surplus assets. One of the generating sets, a Lister engine has been proposed for retirement as an historical piece. One generator set has been requested to be kept on site for spares.
3.4	There is a replacement strategy for assets.	<p>The "Life Cycle Model of Critical Infrastructure" (rev C) summarises the replacement policy for all the plant and provides forecast life.</p> <p>Two generator sets are due to be retired, others are running de-rated to allow further use. Off-site re-conditioning has been recommended to extend their life by 20 years. Renewal recommended over a 2 year period to manage resources and risks.</p> <p>Cooling plant needs renewal and has been identified in plans.</p> <p>Lister engine has been proposed for retirement as an historical piece.</p>
4	ENVIRONMENTAL ANALYSIS	
4.1	Opportunities and threats in the system environment are assessed.	The Asset Risk Mitigation Plan (ARMP) has analysed the risks, provided risk ratings, Life Cycle Costs and a costed plan for maintaining the assets over a 5 year period. Asset condition was confirmed through inspection on site between September and October 2010.
4.2	Performance standards (availability of service, capacity, continuity, emergency response, etc) are measured and achieved.	<p>Audit sighted evidence of raw and calculated data relating to KPIs for generation and outages in document "KPI Power Generation Costs Nov-Feb". Other performance indicators are measured and reported yearly in the Network Quality and Reliability Report.</p> <p>There is evidence to show that selected KPIs are due for reporting to RIA on a quarterly basis at FOU Meetings, but these KPIs are not necessarily licence performance related.</p> <p>Opportunity for Improvement:</p> <ul style="list-style-type: none"> Regular assessment and reporting of performance at management level will assist in monitoring and maintaining licence compliance. (Post Audit Implementation Plan item 2.3)
4.3	Compliance with statutory and regulatory requirements.	<p>The AMP has a calendar of licence requirements and a licence register.</p> <p>A procedure has been in operation to manage the requirements of the electricity licence and other obligations. A new procedure is being introduced using the new PFM asset management database Maximo. The procedure includes flowcharts and generates prompts at required dates to initiate actions required for compliance with</p>

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
		obligations. The position of Compliance Manager has been created to be responsible for the closure of Licence compliance actions. The "Licence Compliance Report" was viewed.
4.4	Achievement of customer service levels.	One set of performance indicators is measured and reported yearly in the Network Quality and Reliability Report. KPIs comply with licence requirements except for voltage harmonics which appeared due to the wind turbine operation and voltage fluctuations (flickers) which are not monitored. Considered adequate.
5	ASSET OPERATIONS	
5.1	Operational policies and procedures are documented and linked to service levels required.	AMP provides operational policies. Operational procedures are available on the internal network. A number of procedures were viewed including the Planned Outage Notification procedure.
5.2	Risk management is applied to prioritise operations tasks.	The ARMP provides the risk management basis for operational priorities. In addition the "Work Order Priorities Procedure & Definitions", the "Incident Reporting" procedures and the "Restoration Priority" document address the handling of priority in regard to operational tasks.
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.	A new asset management system, Maximo, has been implemented but the earlier system, Navision, is still in use to support the operation and to provide a cross checking / validating function on Maximo while the new system is being fine tuned and verified. Asset data is still available in Navision. New Work Orders are being entered in Maximo.
5.4	Operational costs are measured and monitored.	Operational costs are monitored by PFM and reported monthly.
5.5	Staff receive training commensurate with their responsibilities.	Training needs are identified and have been subject to change to reflect staff and operational requirements. Audit sighted the list of electrical personnel competencies and training records (Dec 2010).
6	ASSET MAINTENANCE	
6.1	Maintenance policies and procedures are documented and linked to service levels required.	Maintenance strategies and plans are documented extensively. Strategy is based on managing risks and life cycle costs and maintenance is either scheduled or responsive (to requests or failure).
6.2	Regular inspections are undertaken of	Scheduled or responsive maintenance is recorded in the Maximo enterprise resource planning (ERP) software.

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
	asset performance and condition.	Work Orders are generated by the software and work details are reported by the operator as the work is performed.
6.3	Maintenance plans (emergency, corrective and preventative) are documented and completed on schedule.	<p>Detailed maintenance records are maintained by the Team Leaders identifying service intervals and time to the next service. Planned and unplanned outages are identified, details are recorded as they occur. Timing of planned outages is managed to suit customer demand.</p> <p>There were records for planned maintenance for transmission lines like pole top washdown and records of individual activities were viewed. This work is performed by a contractor however more comprehensive records were not yet available at the time of the audit.</p> <p>Reports were available recording generation services. Records on generator service history, cooling system radiators, fans and motors and transformers were viewed.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> Maintenance plans for overhead assets should be available showing both planned and actual maintenance. Records should be available to show more details of maintenance carried out on assets such as transmission lines. (Post Audit Implementation Plan item 2.4)
6.4	Failures are analysed and operational/maintenance plans adjusted where necessary.	An incident management procedure is in place and failures are investigated. Evidence was available to show that causes of failures are investigated and that corrective actions are taken. The investigation trail was viewed in regard to a customer incident report on 15 January 2010. Miscellaneous customer incident report of 8 May 2009 showed a response trail. Incident/Hazard Report of 23 January 2010 also viewed.
6.5	Risk management is applied to prioritise maintenance tasks.	<p>Maintenance requirements are identified in the AMP and in the ARMP. Risk analysis is applied in the ARMP to assess the level of risk.</p> <p>The 'Work Order Priorities Procedure & Definitions' is in place to provide a method for setting work activities priority from a P1 response (Immediate and without delay) on a sliding scale to P4 (Incorporate into planned or scheduled maintenance). A Restoration Priority document is available.</p>
6.6	Maintenance costs are measured and monitored.	Costs are reported monthly from Navision and split into planned and reactive.
7	ASSET MANAGEMENT INFORMATION SYSTEM	
7.1	Adequate system documentation for users and IT operators.	A Web portal provides manuals and other documentation to PFM staff. Training and/or inductions have been provided on the asset management systems.

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
7.2	Input controls include appropriate verification and validation of data entered into the system.	Calculations performed by Team Leader are checked by Compliance and Utilities Manager and by CMMS, Finance & Administration Manager. Overall results are reviewed by the Utilities and Compliance Manager and by the RIA Manager, FOU.
7.3	Logical security access controls appear adequate, such as passwords.	Security access control appears adequate, with account login and password required on IT systems. Password policy was viewed and appeared sound.
7.4	Physical security access controls appear adequate.	<p>Number pads are present at the office and the warehouse has locks and padlocks at gates. No alarms are in place. The generation plant has a fence but the gate is not locked all the time. The area between the office and generation plant fence is not enclosed.</p> <p>Opportunity for Improvement</p> <ul style="list-style-type: none"> There may be a need to add plant security as an element in the Risk Mitigation Plan to allow documentation of risks due to possible public access to operational areas such as the generation plant area. (Post Audit Implementation Plan item 2.5)
7.5	Data backup procedures appear adequate.	Data backup procedures are in place with back-up being performed to an off-site location daily.
7.6	Key computations related to licensee performance reporting are materially accurate.	Computation spreadsheets have been available and in use since 2008. Procedure flowchart is available. Calculations independently verified by GHD and now Nielsen.
7.7	Management reports appear adequate for the licensee to monitor licence obligations.	A Licence Compliance Guide and flow charts are available to guide the management of licence obligations. A high level Licence Compliance Report has been prepared summarising the status of the licence.
8	RISK MANAGEMENT	
8.1	Risk management policies and procedures exist and are being applied to minimise internal and external risks associated with the asset management system.	<p>The AMP outlines the risk management approach for the operation. A Cause and Effect Chart investigating the Asset Risk Contributors and the Asset Risk Mitigation Plan (ARMP) are also included in the AMP. Actions to minimise the identified risks are listed in the ARMP together with the residual risks.</p> <p>Procedures were viewed supporting the risk management process ("Electrical Safety – Risk Management and Control" RMC-ALL-1015-1).</p>

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
8.2	Risks are documented in a risk register and treatment plans are actioned and monitored.	<p>The ARMP documents the risks and the risk treatment plans. Actions on the treatment plan are not easily accounted for in the current documentation. There should be a means to report on the progress and status of proposed policies and actions designed to mitigate risks, including responsibilities and dates for completion.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> The Risk Register should report on the progress and status of proposed policies and actions designed to mitigate risks, including responsibilities and dates for completion. (Post Audit Implementation Plan item 2.6)
8.3	The probability and consequences of asset failure are regularly assessed.	The asset risk assessment is performed by PFM in the annual preparation of the AMP. The risk assessment identifies the asset risk and the probability and consequence of asset failures.
9	CONTINGENCY PLANNING	
9.1	Contingency plans are documented, understood and tested to confirm their operability and to cover higher risks.	<p>There is a disaster recovery plan, the "Rottnest Island Electrical Service Recovery Plan" dated May 2009 that outlines possible fail scenarios and the response strategy. According to the schedule each month a risk event is to be simulated and the response tested. There was evidence that this was done in August 2009 however this does not appear to be a regular event.</p> <p>Recommendation:</p> <ul style="list-style-type: none"> "Testing" aspects of existing procedure are not being applied. Frequency of contingency plan testing could be reviewed and possibly reduced. Once the testing frequency is selected contingency plans will have to be tested in accordance with the contingency plan. (Post Audit Implementation Plan item 2.7)
10	FINANCIAL PLANNING	
10.1	The financial plan states the financial objectives and strategies and actions to achieve the objectives.	<p>The Rottnest Island Management Plan 2009-14 (RIMP 2009-14) provides an outline of the strategy selected for the management of the assets. In particular it defines a review of the responsibility for providing utilities, infrastructure and essential services, and negotiate with alternative providers to secure arrangements with private and/or relevant government agencies for the provision of utilities and services that cannot be provided on a cost recovery basis.</p> <p>The RIA is exploring outsourcing of the electricity utility supply. If this approach is not successful, the RIA will review the responsibility for utilities with the State Government. The RIA has concluded that its responsibility for providing and maintaining its own utilities and for infrastructure upgrades and replacement cannot be supported in the current funding framework.</p>
10.2	The financial plan identifies the source of funds for capital expenditure and recurrent costs.	A draft Strategic Development Plan 2011-2016 (SDP) identifies the sourcing of funds for capital expenditure and recurrent costs. Issues with the sourcing of funds are reported at item 10.1 above. Previous SDPs covered earlier periods.

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
10.3	The financial plan provides projections of operating statements (profit and loss) and statement of financial position (balance sheets).	The SDP provides projections of operating statements (profit and loss) and statement of financial position (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 2016. Indicative predictions beyond this period are also included.
10.5	The financial plan provides for the operations and maintenance, administration and capital expenditure requirements of the services.	The SDP provides expenditure and budget forecasts for operations and maintenance, administration and capital expenditure.
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 PFM. Variations are reviewed by the RIA FOU Contract Manager and discussed at FOU meetings.
11	CAPITAL EXPENDITURE PLANNING	
11.1	There is a capital expenditure plan that covers issues to be addressed, actions proposed, responsibilities and dates.	PFM have produced a Life Cycle (LC) Model of Critical Infrastructure which identifies the Capital and Operating costs of the assets over 5 years and the IBCU List which lists the actions proposed, responsibilities, priorities and status of work. The asset register AssetTrack provides the basis for the CAPEX plan.
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 documentations.
11.3	The capital expenditure plan is consistent with the asset life and condition identified in the asset management plan.	The LC Model of Critical Infrastructure has been prepared on the basis of asset inspections reported in the AMP.
11.4	There is an adequate process to ensure that the capital expenditure plan is regularly updated and actioned.	The LC Model of Critical Infrastructure Plan is part of the electronic asset management system which is a live system. A process of review is in place for the yearly update of the asset management system.

Item no.	Criteria (refer criteria in Audit Guidelines)	Observations and results (including any potential improvements)
12	REVIEW OF AMS	
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.	<p>The Maximo database is a live document and is continually updated. The FOU Contract requires regular review and yearly updates.</p> <p>The last major update of the system was in October 2010.</p>
12.2	Independent reviews (e.g. internal audit) are performed of the asset management system.	<p>There has been independent review of the AMS by PFM management but not external groups.</p> <p>Opportunities for Improvement:</p> <ul style="list-style-type: none"> ▪ A program should be implemented for the independent review of the AMS by groups such as internal audit. <i>(Post Audit Implementation Plan item 2.8)</i>

4.4 Conclusion

The review of the asset management system showed that there has been continuous improvement in processes since the previous review in July 2009.

The operation and maintenance functions at Rottneest Island are performed by Programmed Facilities Management (PFM) under a contractual agreement with the Rottneest Island Authority. A new Asset Management Plan and a new system (Maximo) have been introduced for the management of the assets. The previous system (Navision) is still in use for some of the functions. The two systems provide additional verification capability for some of the data and reports.

All previous recommendations have been actioned. However due to the change in systems and personnel, some aspects of the system and some of the new procedures require further development.

In most areas, there are opportunities for further improvement as summarised below:

- The Asset Management Plan should have a more explicit definition of service levels and related key performance indicators (KPI);
- Demand forecasting needs to be addressed again in the next Asset Management Plan update;
- Regular assessment and reporting of KPIs at management level would assist in monitoring and maintaining licence compliance;
- Plant security may need to be added to the Risk Mitigation Plan;
- The Risk Register should include updates on the status of policies and action to mitigate risks;
- Contingency plan testing needs further attention; and
- The asset management system should be reviewed by independent groups such as internal audit.

Overall, the review has found sufficient evidence to conclude that the Licensee has adequate policies and commitment for an effective asset management system which complies with the requirements of the Licence.

The Post Audit Implementation Plan in Appendix A provides a summary of the issues and recommendations from the asset management system review with responses from RIA.

Appendix A: Post Audit Implementation Plan

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1	Performance Audit				
1.1	85 - Electricity Industry Act Section 17(1) <p>The licence was granted on 21 June 2006 and the licence fee is to be paid by 22 July of each year. Audit confirmed that the annual licence fee of \$11,500 was paid by RIA on 23 June 2009 and 10 July 2010.</p> <p>Under the FOU Agreement, PFM is responsible for ensuring the RIA is compliant with all its electricity licence and reporting requirements. However, the requirement to pay to the Authority, the annual licence fee and relevant due dates are not included in PFM's License and Permit Register and/or the PFM's Process Flowcharts and the PFM's Critical Operational Documentation Calendar.</p>	4	The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to 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 and relevant due dates.	Add as recommended	PFM 31 Dec 2011
1.2	110 - Integrated Regional Licence condition 16.1 <p>In accordance with the Electricity Compliance Reporting Manual July 2010, RIA must submit to the Authority:</p> <ul style="list-style-type: none"> compliance reports covering all of its type 1 and 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; and Data Sheets for each financial year to the 	2	<p>RIA should ensure that all future Compliance Reports covering all of its type 1 and type 2 licence obligations for each financial year are submitted to the Authority within the timeframes required.</p> <p>RIA should ensure that all future Data Sheets for each financial year are provided to the Authority within the timeframes required.</p> <p>The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM</p>	<p>Update procedure for notification to be TRIM-med.</p> <p>Update procedure for notification to be TRIM-med.</p> <p>Add as recommended</p>	<p>RIA 31 Dec 2011</p> <p>RIA 31 Dec 2011</p> <p>PFM</p>

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>Authority, by 20 September immediately following the year that is the subject of the report.</p> <p>However, the 2010 compliance report was not provided to the Authority by the due date, as advised by the Authority in the letter dated 20 September 2010 (Ref. D52822). Also, the 2010 Data Sheets were provided to the Authority on 29 September 2010 and therefore not by the due date.</p> <p>Under the FOU Agreement, PFM is responsible for ensuring RIA is compliant with all its electricity licence and reporting requirements. The requirement to provide the Compliance Report to the Authority and relevant due dates are included in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar. However, the requirement to provide the Data Sheets for each financial year to the Authority by 20 September each year is not included in the PFM License and Permit Register and/or in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p>		Critical Operational Documentation Calendar should be updated for the requirement to provide the Data Sheets for each financial year to the Authority by 20 September immediately following the year that is the subject of the report.		31 Dec 2011
1.3	<p>153 – Code of Conduct clause 4.5(1)</p> <p>It was noted that the Utility Statements provided to customers by McGees Property do not include:</p> <ul style="list-style-type: none"> a) the due date (although provision to include due date on the statement is provided for, this is left blank); and b) a graph or bar chart illustrating the customer's amount due or consumption for the period covered by the bill, the previous bill 	2	McGees Property should ensure that they comply with the content of the bill requirement of the Code of Conduct. Each customer's bill must also include the due date and to the extent that data is available, a graph or bar chart illustrating the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year.	RIA will request confirmation/evidence from McGees/Sunco to show that all required information, including due dates and a graph or bar chart, are provided on bills.	McGees 30 th June 2012

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	and the bill for the same period last year.				
1.4	<p>164 – Code of Conduct clause 4.11(2)</p> <p>No customer's request to test the meter was received during the audit period.</p> <p>However, the following discrepancy between the Customer Service Charter and the Standard Form Contract was noted.</p> <p>Section 4.5 of the Customer Service Charter provides for refund of the fee if the test results fall outside an accuracy of plus or minus 2%, whereupon consumption charges will be adjusted.</p> <p>However, Section 22 of the Standard Form Contract provides for refund of the fee if the test results fall outside an accuracy of plus or minus 1.5%, whereupon consumption charges will be adjusted.</p> <p>The information provided by the Customer Service Charter and the Standard Form Contract should be consistent.</p>	N/R	RIA should ensure that the information on meter testing provided by the Customer Service Charter is consistent with Appendix 1 of the Metering Code i.e. accuracy of +/- 1.5%.	Customer Service Charter to reflect +/- 1.5% tolerances in line with Appendix 1 of the Metering Code.	RIA Next review and issue of Customer Service Charter
1.5	<p>178 – Code of Conduct 5.1</p> <p>The Utility Statements provided to customers by McGees Property do not state the due date. The McGees Property subsequently advised that the due date of 14 business days from the date of the bill will now be included on all future Utility Statements, starting from the June billing period.</p>	2	McGees Property should ensure that a due date for payment is stated on all future Utility Statements. The due date must be at least 12 business days from the date of that bill in accordance with the Code of Conduct.	Add as recommended	McGees 31 Dec 2011

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1.6	<p>263 – Code of Conduct clause 10.3A</p> <p>No written notice of the RIA's obligations to make payments to the customer under Part 14 and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment, was provided to RIA's customers by Sunco Property and McGees Property in 2009/10 or 2010/11.</p> <p>Under the FOU Agreement, PFM is responsible for ensuring RIA is compliant with all its electricity licence and reporting requirements. However, the requirement for annual written notice of the RIA's obligation to make payments to the customer under Part 14 of the Code and under any other legislation (including subsidiary legislation) in Western Australia, including the amount of the payment and the eligibility criteria for the payments, to be provided to customers and relevant due dates are not included in the PFM License and Permit Register and/or in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p>	2	<p>RIA should ensure that, at least once a year, a written notice is provided to customers of the RIA's obligation to make payments to the customer under Part 14 of the Code and under any other legislation (including subsidiary legislation) in Western Australia including the amount of the payment and the eligibility criteria for the payments.</p> <p>The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to provide a written notice to customers of the RIA's obligation to make payments to the customer under Part 14 of the Code and under any other legislation (including subsidiary legislation) in Western Australia, including the amount of the payment and the eligibility criteria for the payments, at least once a year.</p>	<p>RIA will request confirmation/evidence from McGees/Sunco to show that this clause has been complied with.</p> <p>Add as recommended</p>	<p>McGees/Sunco 31 Dec 2011</p> <p>PFM 31 Dec 2011</p>
1.7	<p>305 – Code of Conduct clause 13.15(1)</p> <p>The 2009 and 2010 Code of Conduct Reports were published on the RIA website by the due date (21 September 2009 and 30 September 2010 respectively). However, it was noted the 2010 Code of Conduct Report link is broken on the RIA website.</p>	4	RIA should ensure that the 2010 Code of Conduct Report website link is fixed and the report is accessible through the RIA website.	Amend as recommended	RIA 31 Dec 2011
1.8	<p>306 – Code of Conduct Report clause 13.15(3)</p> <p>The 2010 Code of Conduct Report was provided to the</p>	2	RIA should ensure that copies of all future Code of Conduct Reports are provided to the	Update procedure for notification to be TRIM-	RIA

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>Authority and to the Minister on 23 September 2010, therefore by the due date as required under this clause.</p> <p>However, no evidence could be located in the RIA's records of when was the 2009 Code of Conduct Report was provided to the Authority and to the Minister, if at all. Therefore deemed non-compliant.</p>		<p>Authority and the Minister within the regulatory timeframes.</p> <p>RIA should ensure that evidence of when the required documents were submitted to relevant parties is kept to provide an audit trail.</p>	med.	31 Dec 2011
1.9	<p>307 – Code of Conduct Report clause 14.1(1)</p> <p>There has been no disconnection during the audit period and to date RIA has not been required to make any service standard payment.</p> <p>However, it was noted that neither the Customer Service Charter nor the Standard Form Contract refer to the customer's right to receive a standard service payment if RIA has not arranged for a reconnection of a customer's supply address under Part 8 of the Code within the time frame prescribed.</p>	N/R	The Customer Service Charter should be updated for the information on the customer's right to receive a standard service payment if the RIA has not arranged for a reconnection of a customer's supply address under Part 8 of the Code within the time frame prescribed.	Amend as recommended	RIA 31 Dec 2011
1.10	<p>309 – Code of Conduct clause 14.2(1)</p> <p>There has been no disconnection during the audit period and to date RIA has not been required to make any service standard payment.</p> <p>Section 4.6 of the Customer Service Charter states that if RIA does 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. However, it was noted that the Charter provides for a payment of \$50 per day for the period that the customer remains disconnected up to</p>	N/R	The Customer Service Charter should be updated for the correct compensation payment rate of \$100 for each day hat the customer was wrongfully disconnected, if required procedures were not followed prior to disconnecting a customer for failure to pay a bill.	Amend as recommended	RIA 31 Dec 2011

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	maximum of \$250. This is not in accordance with the daily compensation payment rate of \$100 for each day hat the customer was wrongfully disconnected, as required under this clause. Also, there is no maximum payment amount under this clause.				
1.11	<p>319, 324, 330 and 432 – Electricity Industry Metering Code clauses 3.1, 3.5(3), 3.9(3) and 6.1(1)</p> <p>The RIA Meter Data Base was established and verification of all meters completed.</p> <p>The PFM Meter Installation and Calibration work procedure is in place. 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 is to be removed each year for testing as per the Electricity Industry Metering Code 2005. The meter is to be sent to Western Power for calibration in accordance with the Code. However, as advised by the PFM's Compliance and Utilities Manager there have not been any calibrations completed since 2008 and although PFM have monitored and checked on site, there is no documentation to check this. The PFM's Compliance and Utilities Manager advised that he is in the process of creating a Preventative Maintenance prompt in Maximo Computerised Maintenance Management System (CMMS) for this on a yearly basis.</p>	2	<p>PFM should resume the testing of meters for compliance with the Electricity Industry Metering Code 2005 as per the PFM Meter Installation and Calibration work procedure.</p> <p>PFM should ensure that a Preventative Maintenance Prompt for this is created in Maximo CMMS to ensure monitoring of compliance on a yearly basis.</p>	<p>Add as recommended</p> <p>Add as recommended</p>	<p>PFM</p> <p>31 Dec 2011</p> <p>PFM</p> <p>31 Dec 2011</p>

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
1.12	422 – 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 421) but the work procedure has not been updated to cover the requirement re deemed actual data as per this clause.	N/R	The Meter Readings – Monthly work procedure should be updated to include reference to the deemed actual data to comply with the requirements of this clause.	Add as recommended	PFM 31 Dec 2011
1.13	423 – 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 421) but the work procedure has not been updated to cover the requirement re estimated or substituted value as per this clause.	N/R	The Meter Readings – Monthly work procedure should be updated to include reference to the re estimated or substituted value to comply with the requirements of this clause.	Add as recommended	PFM 31 Dec 2011
1.14	446 – Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 5(1) It was noted that the 2010 Network Quality and Reliability of Supply audit (2010 NQRS audit) found that measurements are carried out once a year over 24 hours however there is no formal system for planning and managing power quality monitoring in place. The level of monitoring is insufficient to provide confidence of continuous compliance and more frequent measurements over longer intervals will be required for compliance with the Code. The auditor recommended preparing and implementing a realistic monitoring plan which satisfies the requirements of the Code.	2	Monitoring of voltage fluctuations (flicker) should be included in the Monitoring Plan as required by the Code.	Add as recommended	PFM 30 June 2012

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	Although, the audit was advise by the PFM's Compliance and Utilities Manager that the power harmonics monitoring is now being completed every 6 months for a period of one week at the time and this is being prompted by Maximo. However no evidence was provided to the audit that monitoring also includes voltage fluctuations (flickers) as required by the Code.				
1.15	<p>451 – Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 12(3)</p> <p>There were no significant interruptions to small use customers during the audit period as per the 2009/10 NQRS Report. Both the recorded number and duration of interruptions were within the Code requirements.</p> <p>However, the 2010 NQRS audit found that whilst there was a reporting of generation events, additional data reporting is required to monitor compliance with this requirement for all outages, including distribution outages. The auditor recommended to extend monitoring to report on all interruption times and duration, including distribution. As advised by the PFM's Compliance and Utilities Manager, the monitoring and reporting on times and duration of distribution outages is yet to be implemented.</p>	3	RIA should ensure that the monitoring is extended to report on all interruption times and durations, including distribution, as recommended by the 2010 NQRS audit.	Action as recommended	PFM 30 June 2012
1.16	<p>453 – Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 13(3)</p> <p>Sighted the 2009/10 NQRS Report and noted that the reporting of the average total length of interruptions of supply is over three years while it should be over four years period.</p>	2	An average total length of interruptions of supply should be determined by taking the average of the 4 annual figures, rather than three.	Amend as recommended	PFM 30 June 2012

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>date of the 2009 NQRS audit report was not known.</p> <p>Under the FOU Agreement, PFM is responsible for ensuring RIA is compliant with all its electricity licence and reporting requirements. However, the requirement to publish the NQRS audit report (referred to in section 26) on the RIA website not later than the following 1 October is not included in the PFM License and Permit Register and/or in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p>		NQRS audit.		
1.19	<p>469 - Electricity Industry (Network Quality and Reliability of Supply) Code 2005 clause 27(3)</p> <p>Confirm with the RIA's Manager Facilities Operations and Utilities that:</p> <ul style="list-style-type: none"> The 2009/10 NQRS Report was provided to the Authority on 29th September 2010 and therefore not by the due date. The 2009/10 NQRS Report was not provided to the Minister; It is unknown to RIA when the 2008/09 NQRS Report was provided to the Authority and to the Minister; The 2010 NQRS audit report was not provided to the Authority by the due date, as advised by the Authority in the letter dated 20 October 2010 (Ref. D4428). It is unknown to RIA whether the 2009/10 NQRS audit report was not provided to the Minister; It is unknown to RIA when the 2009 NQRS audit report was provided to the Authority and to the 	2	<p>RIA should ensure that copies of all future Network Quality and Reliability of Supply Annual Performance Reports as well as all Network Quality and Reliability of Supply Performance Audit reports prepared by an independent expert are provided to the Authority and the Minister within the regulatory timeframes.</p> <p>RIA should ensure that evidence of when the required documents were submitted to relevant parties is kept to provide an audit trail.</p> <p>The PFM License and Permit Register and/or the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar should be updated for the requirement to provide a copy of the Network Quality and Reliability of Supply Performance Audit report (referred in section 26) to the Authority and to the Minister within the regulatory timeframes.</p>	<p>Agreed.</p> <p>Update procedure for notification to be TRIM-med.</p> <p>Add as recommended</p>	<p>Immediate.</p> <p>RIA 31 Dec 2011</p> <p>PFM 31 Dec 2011</p>

No.	Issue	Compliance /Effectiveness Rating	Recommendation	Management Response	Person Responsible & Completion Date
	<p>Minister;</p> <p>The requirement to provide the NQRS Report to the Authority and to the Minister and relevant due dates are included in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p> <p>However, it was noted that the requirement to provide a copy of the NQRS audit report (referred to in section 26) to the Authority and to the Minister and the relevant due dates is not included in the PFM License and Permit Register and/or in the PFM Process Flowcharts and the PFM Critical Operational Documentation Calendar.</p>				
1.20	<p>360 - Electricity Industry Metering Code clause 3.29</p> <p>Programmed Facility Management Pty Ltd is the only registered metering installation provider that RIA uses.</p> <p>Audit sighted RIA website and confirmed that Tungsten's name and licence number is published on the website. Tungsten Group Pty Ltd has changed its name to Programmed Facility Management Pty Ltd on 23 September 2009. Audit sighted the Certificate of Registration on Change of Name.</p>	4	RIA should update the details of the registered metering installation provider on RIA's website to reflect the change of name from Tungsten Group Pty Ltd to Programmed Facilities Management Pty Ltd.	Amend as recommended	RIA 31 Dec 2011
1.21	<p>272 – Code of Conduct clause 10.8(2)</p> <p>The RIA website provides information on the contact details to obtain this information, including the registered metering installation provider, but the clause requires the information itself to be published on the website.</p>	2	RIA to publish on its website information on distribution standards and metering arrangements prescribed under the Electricity Industry Act 2004 or the Electricity Act 1945; or adopted by the distributor.	Action as recommended	RIA 31 Dec 2011

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2	Asset Management System Review				
2.1	Asset Planning – Service Levels The AMP does not make reference to service levels such as interruptions to customers, voltage fluctuations etc. Service levels are defined both in terms of interruptions to customers, fuel consumption and risks identified within the plant operation. Risk review has resulted in the reduction of the risk levels to moderate or lower according to approved procedures. Plant risks have been assessed and documented in the ARMP. Mitigation actions to reduce the risk levels to below extreme and high have been identified and the implementation timeline has been defined in the ARMP.	B,2	The AMP should have a more explicit definition of service levels. KPIs relating to performance and other relevant KPIs should be reported in the AMP and there should be a review of how well the performance levels are being achieved.	AMP to reflect the shortcomings identified in the audit. RIA will liaise with PFM to prepare for next AMP.	RIA / PFM 31 Dec 2011
2.2	Asset Planning – Demand Management Demand trend is reported in the AMP however while there are historical graphs of power production from 2006-07 there is no forecast beyond 2010-11 and no analysis of power capacity of plant, including reliable power supply capacity at N-1 or N-2 operation. The AMP provides graphs of energy generated per month (kWh/month) which provide overall monthly totals but do not indicate peak day/weekly demand. The large number of gensets and the ease of procuring temporary generation allow reasonable flexibility in managing demand. Two of the Diesel Generators are due for replacement	B,2	Review the AMP to include forecasts of future demand and review of current and forecast plant reliable capacity. Forecasts of demand need to be included in the AMP or reference made to appropriate planning documents.	AMP to better reflect demand trend at peak times and review of capacity. RIA to liaise with PFM to determine if it can be achieved in next AMP.	RIA / PFM 31 Dec 2011

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	and work is being planned for the low demand season.				
2.3	Environmental Analysis – Performance Reporting <p>Audit sighted evidence of raw and calculated data relating to KPIs for generation and outages in document “KPI Power Generation Costs Nov-Feb”. Other performance indicators are measured and reported yearly in the Network Quality and Reliability Report.</p> <p>There is evidence to show that selected KPIs are due for reporting to RIA on a quarterly basis at FOU Meetings, but these KPIs are not necessarily licence performance related.</p>	C,2	Regular assessment and reporting of performance at management level will assist in monitoring and maintaining licence compliance.	PFM produces licence compliance report with AMP and will include update on critical assets under licence in monthly reports.	PFM 31 Dec 2011
2.4	Asset Maintenance – Maintenance Plans <p>Maintenance detailed records are maintained by the Team Leaders identifying service intervals and time to the next service. Planned and unplanned outages are identified and details are recorded as they occur. Timing of planned outages is managed to suit customer demand.</p> <p>There were records for planned maintenance for transmission lines like pole top washdown and records of individual activities were viewed. This work is performed by a contractor. However more comprehensive records were not yet available at the time of the audit.</p>	B,2	Maintenance plans for overhead assets should be available showing both planned and actual maintenance. Records should be available to show more details of maintenance carried out on assets such as transmission lines.	Update maintenance documentation as recommended.	PFM 31 Dec 2011

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	Reports were available recording generation services. Records on generator service history, cooling system radiators, fans and motors and transformers were viewed.				
2.5	Asset Management Information System – Physical Security Access Controls Number pads are present at the office and the warehouse has locks and padlocks at gates. No alarms are in place. The generation plant has a fence but the gate is not locked all the time. The area between the office and generation plant fence is not enclosed.	A,2	There may be a need to add plant security as an element in the Risk Mitigation Plan to allow documentation of risks due to possible public access to operational areas such as the generation plant area.	Update Risk Mitigation Plan as recommended.	PFM 31 Dec 2011
2.6	Risk Management The ARMP documents the risks and the risk treatment plans. Actions on the treatment plan are not easily accounted for in the current documentation. There should be a means to report on the progress and status of proposed policies and actions designed to mitigate risks, including responsibilities and dates for completion.	B,2	The Risk Register should report on the progress and status of proposed policies and actions designed to mitigate risks, including responsibilities and dates for completion.	Update Risk Register as recommended.	PFM 31 Dec 2011
2.7	Contingency Planning There is a disaster recovery plan, the “Rottneest Island Electrical Service Recovery Plan” dated May 2009 that outlines possible fail scenarios and the response strategy. According to the schedule each month a risk event is to be simulated and the response tested. There was evidence that this was done in August 2009 however this does not appear to be a regular event.	B,3	“Testing” aspects of existing procedure are not being applied. The frequency of contingency plan testing could be reviewed and possibly reduced. Once the testing frequency is selected contingency plans will have to be tested in accordance with the contingency plan.	Contingency plans to be reviewed and testing regime created and adhered to.	PFM 31 Dec 2011

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2.8	Review of AMS There has been independent review of the AMS by PFM management.	B,2	A program should be implemented for the independent review of the AMS by groups such as internal audit.	Will present recommendation to RIA Executive for Internal Audit to action.	RIA 31 Dec 2011

END OF REPORT