



Alinta Sales Pty Ltd
Electricity Retail Licence ERL6
Performance Audit

Report
August 2025

CONTENTS

1.	INDEPENDENT AUDITOR'S REPORT.....	4
2.	EXECUTIVE SUMMARY	8
3.	PERFORMANCE AUDIT.....	9
3.1	Introduction.....	9
3.2	Objective and Scope	9
3.3	Obligations Not Applicable	10
3.4	Audit Controls and Compliance Rating Scale	11
3.5	Summary of Audit Ratings of Control and Compliance	11
3.6	Status of Previous Audit Recommendations	26
3.7	Detailed Audit Observations.....	27
3.8	Audit Recommendations	107
	APPENDIX A - METHODOLOGY.....	110

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Limitations of this Report

This report was prepared for distribution to the Economic Regulation Authority and Alinta Sales Pty Ltd for the purpose of fulfilling Alinta Energy's performance audit of their Electricity Retail Licence. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than the Economic Regulation Authority and Alinta Energy or for any purpose other than that for which it was prepared.

Because of the inherent limitations of any internal control environment, it is possible that fraud, error or non-compliance may occur and not be detected. An audit is not designed to detect all instances of non-compliance with the procedures and controls over the licence obligations of the Electrical Retail Licence, since we do not examine all evidence and every transaction. The audit conclusions expressed in this report have been formed on this basis.

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1. Independent Auditor's Report

Scope

Alinta Sales Pty Ltd (trading as 'Alinta Energy') has an Electricity Retail Licence (ERL6) ('the Licence') issued by the Economic Regulation Authority ('ERA') under the *Electricity Industry Act 2004* ('the Act') for the provision of electricity to customers in the South West Interconnect Systems ('SWIS').

Our evaluation was made against the licence obligations listed in the Electricity Compliance Reporting Manual (February 2023 and previous versions January 2023, February 2022 and June 2020) and in accordance with the requirements of the *Australian Standard on Assurance Engagement ASAE3100 – Assurance Engagements Other than Audits or Reviews of Historical Financial Information* and the ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences (Updated August 2022) ('ERA Guidelines').

We have performed a reasonable assurance engagement on Alinta Energy's compliance, in all material respects, with the conditions of ERL6 and the *Electricity Industry Act 2004* for the period from 1 June 2021 to 31 May 2025.

The scope of this assurance work relates to assessing Alinta Energy's systems and effectiveness of processes and regulatory controls to ensure compliance with the obligations, standards, outputs and outcomes required by the Licence issued under the Act.

Modified Opinion

In our opinion, based on the procedures performed as outlined in the Audit Plan approved by the Economic Regulation Authority and the evidence we have obtained, except for the effects of the matters described in the Basis for Modified Opinion paragraph below, Alinta Energy has complied, in all material respects, with its licence conditions and relevant legislative obligations for the period 1 June 2021 to 31 May 2025 with the exception of 2 non-compliances with minor impact on customers.

Basis for Modified Opinion

During the period 1 June 2021 to 31 May 2025 Alinta Energy did not comply with applicable licence obligations as outlined below:

Reporting Manual number and Licence condition		Issue
<i>The following obligations were assessed as "Non-Compliant – Minor Impact".</i>		
93	Non- Standard Contract <i>Electricity Industry (Customer Contracts) Regulations 2005</i> A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially. From 1 January 2023, the customer contract must specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge	The audit confirmed the Non-Standard Contract Terms and Conditions (2019) outlines the processes in place to safeguard the confidentiality of customer information. These include "[a] keep your information confidential; and [b] only use your information for purposes relating to our business activities; and [c] not pass on your information to anyone else", except for specific conditions. However, the customer contract does not specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge (effective from 1 January 2023).

Reporting Manual number and Licence condition	Issue
<p>274A Customer Notice of Tariff, Fees or Charges</p> <p><i>Code of Conduct for the Supply of Electricity to Small Use Customers 2022 Clause 70(2)</i></p> <p>If a customer's tariffs, fees or charges are not regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer in the manner specified in subclauses 71(3) and (4).</p>	<p>The 2022/23 Compliance Report to ERA reported a non-compliance when Alinta Energy's electricity prices for some customers changed on 1 July 2023. Impacted customers were sent advanced notice of the change. The notice sent to customers included general information regarding the 1 July 2023 price variation event and advised customers to contact their Alinta Energy Account Manager to discuss any discrete price changes. Any general pricing changes are also stated in the non-standard contract.</p> <p>However, the notice did not specifically reference the customer's tariffs, fees and charges prior to, and after, the price change event as required by:</p> <p>"Clause 71(4)(c) identify the customer's existing tariffs, fees or charges, inclusive of GST; and</p> <p>(d) identify the customer's tariffs, fees or charges as varied, inclusive of GST. "</p> <p>The Manager C&I Billing confirmed that a general notice of any variations in tariffs, fees or charges is provided to customers no later than 5 business days before the change comes in to effect. The audit sighted an example that stated "from 1 July 2025 your electricity prices and fees will change as set out in your contract with us. The rates will be adjusted in line with the CPI clause in your contract and you'll be able to see your new prices on your next bill after 1 July 2025."</p> <p>Alinta is working towards being able to provide individually tailored letters for future price change events.</p> <p>As a general notice was given in the audit period, this is considered a minor non-compliance.</p>

We conducted our engagement in accordance with Australian Standard on Assurance Engagements ASAE 3100 Compliance Engagements (ASAE 3100). We believe that the assurance evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

In accordance with ASAE 3100 we have:

- Used our professional judgement to plan our procedures and assess the risks that may cause material non-compliance with each of the compliance requirements to be concluded upon
- Considered internal controls implemented to meet the compliance requirements; however, we do not express a conclusion on their effectiveness, and
- Ensured that the engagement team possesses the appropriate knowledge, skills and professional competencies.

Summary of Procedures

Our procedures consisted primarily of:

- Utilising ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences updated August 2022 (“the Guidelines”) to develop a risk assessment
- Developing an Audit Plan and an associated work program, approved by the ERA on 7 July 2025
- Interviewing relevant Alinta Energy staff to gain an understanding of process controls
- Undertake a visit to the licensee in Perth, and conduct various meetings with stakeholders, including regulatory, sales, billing and corporate management, to determine the effectiveness of systems and procedures in place and to compare actual performance against the licence standards
- Assessing documents and performing walkthroughs of processes and controls to support the assessment of compliance and the effectiveness of the control environment in accordance with Licence obligations, and
- Performing procedures and testing based on the procedures listed in the approved Audit Plan.

How We Define Reasonable Assurance and Material Non-Compliance

Reasonable assurance is a high level of assurance but is not a guarantee that it will always detect a material non-compliance with the compliance requirements.

Instances of non-compliance are considered material if, individually or in the aggregate, they could reasonably be expected to influence relevant decisions of the intended users taken on the basis of the Licensee's compliance with the compliance requirements.

Inherent Limitations

Because of the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the compliance requirements may occur and not be detected.

A reasonable assurance engagement throughout the specified period does not provide assurance on whether compliance with the compliance requirements will continue in the future.

Use of this Assurance Report

This report has been prepared for Alinta Energy and the ERA for the purpose of assessing compliance with the requirements of the License and may not be suitable for another purpose.

We understand that a copy of this report will be provided to the ERA for the purpose of reporting on the reasonable assurance engagement for the Licensee. We agree that a copy of this report may be provided to the ERA in connection with this purpose, but only on the basis that we accept no duty, liability or responsibility to the ERA in relation to the report.

We disclaim any assumption of responsibility for any reliance on this report, to any person other than the Licensee and the ERA, or for any other purpose other than that for which it was prepared.

Management's responsibility

Alinta Energy's management are responsible for:

- The compliance activities undertaken to meet the requirements of the Licence
- Identifying risks that threaten the compliance requirements identified above being met and identifying, designing and implementing controls to enable the compliance requirements to be met and, monitoring ongoing compliance
- Ensuring that it has complied in all material respects with the requirements of the Licence
- Establishing and maintaining an effective system of internal control over its systems designed to achieve its compliance with the Licence requirements
- Implementing processes for assessing its compliance requirements and for reporting its level of compliance to the ERA, and
- Implementing corrective actions for instances of non-compliance (if any).

Our responsibility

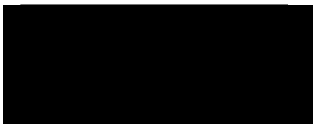
Our responsibility is to perform a reasonable assurance engagement in relation to Alinta Energy's compliance with its License requirements throughout the period and to issue an assurance report that includes our conclusion.

Our Independence and Quality Control

We have complied with our independence and other relevant ethical requirements of the *Code of Ethics for Professional Accountants* issued by the Australian Professional and Ethical Standards Board and complied with the applicable requirements of the *Australian Auditing Standard ASQC 1 Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, Other Assurance Engagements and Related Services Engagements* to maintain a comprehensive system of quality control.

We confirm that the ERA's 2019 Audit and Review Guidelines: Electricity and Gas Licenses (updated August 2022) 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.

Quantum Assurance



Geoff White CA
Director

3 October 2025

2. Executive Summary

Alinta Sales Pty Ltd ('Alinta Energy') has an electricity retail licence (ERL6) issued by the Economic Regulation Authority ('ERA') under the provisions contained in the *Electricity Industry Act 2004*.

Alinta Energy is an entity of Alinta Sales Pty Ltd, a leading integrated Australian energy business that has been operating for over 20 years. They are one of Australia's largest utility providers of gas and electricity, generating around 3,000MW of energy. The Electricity Retail Licence ERL6 permits Alinta Energy to sell electricity to customers in the South West Interconnect Systems (SWIS). Electricity is provided by the Wagerup dual fuel power station with a capacity of 380MW and the Pinjarra Power Station with a capacity of 285MW.

The ERL6 licence is for the area of Western Australian that extends from Kalbarri to Albany to Kalgoorlie in the East as shown in the Plan no: ERA-EL-082B. The 15-year licence expired on 18 May 2021 and was approved by the ERA for renewal for a further 15 years. There was one licence in force for during the audit period being ERL6 Version 9, from 19 May 2021 to current date.

The audit approach is based on the compliance obligations set out in the Licence, applicable legislation, regulatory guidelines (Electricity Compliance Reporting Manual (February 2023 and previous versions January 2023, February 2022 and June 2020) and the ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences updated August 2022 ('ERA Guidelines').

The audit covered the period from 1 June 2021 to 31 May 2025. The previous audit for the ERL6 licence period was from 1 July 2018 to 31 May 2021.

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 Alinta Energy has complied with its Electricity Retail Licence performance and quality standards and obligations during the audit period from 1 June 2021 to 31 May 2025 with the exception of 3 non-compliances with minor impact on customers.

Out of 243 applicable compliance obligations, the audit found:

- 179 obligations were A1 (compliant, 174 with adequate controls and 5 where controls review not performed)
- 2 obligations were rated B2 (non-compliant with minor impact on customers and generally adequate controls).
- 62 were not rated for compliance, as no relevant activity in the audit period (21 with adequate controls and 41 where controls were not reviewed).

The audit confirmed that Alinta Energy has fully complied with its information reporting obligations for the period 1 June 2021 to 31 May 2025.

The audit made 2 recommendations for improvements in compliance.

- The Non-Standard Contract for small use customers should be updated to state that Alinta has a Privacy Policy that is available on the website or a copy can be obtained without charge.
- As planned, Alinta should amend the notice to customers of any variations in tariffs, fees or charges, including the new and existing tariff, fees or charges, to be provided to customers no later than 5 business days before the variation takes into effect.

Overall, the audit concluded that Alinta Energy has a well-established and maintained control environment.

There were no changes recommended to the licence.

3. Performance Audit

3.1 Introduction

Alinta Sales Pty Ltd ('Alinta Energy') has an electricity retail licence (ERL6) issued by the Economic Regulation Authority ('ERA') under the provisions contained in the *Electricity Industry Act 2004*.

There was one licence in operation during the audit period:

- ERL6 Version 9 (From 19 May 2021 to date) - Licence renewal.

Under the Act, Alinta Energy is required to engage an independent expert, acceptable to the ERA, to undertake a Performance Audit of compliance with the licence conditions once every 24 months, or another period that has been specified by the ERA.

Alinta Energy has engaged Quantum Assurance ('Quantum') to undertake an audit of Alinta's electricity supply services. This audit covers the period from 1 June 2021 to 31 May 2025. The previous audit was from 1 July 2018 to 31 May 2021.

The audit approach is based on the compliance obligations set out in the Licence, applicable legislation, regulatory guidelines (Electricity Compliance Reporting Manual (February 2023 and previous versions January 2023, February 2022 and June 2020) and the ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences (updated August 2022) ('ERA Guidelines').

3.2 Objective and Scope

The objective was to provide the ERA with an independent assessment of the licensee's compliance with relevant obligations under the licence.

The scope of the audit included the adequacy and effectiveness of performance against the requirements of the licence by considering the following:

Scope	Description
Control Environment	The licensee's management philosophy and operating style, organisational structure, assignment of authority and responsibilities, the use of internal audit, the use of information technology and the skills and experience of the relevant staff members.
Information Systems	The suitability of the licensee's information systems to record the information needed to comply with the licence, accuracy of data, security of data and documentation describing the information system.
Control Procedures	The presence of systems and procedures to monitor compliance with the licence or the effectiveness of the licensee's asset management system, and to detect or prevent instances of non-compliance or under-performance.
Compliance Attitude	The action taken by the licensee in response to any previous audit or review recommendations, and an assessment of the licensee's attitude towards compliance.
Outcome Compliance	The actual performance against standards prescribed in the licence throughout the audit or review period.
Integrity of Reporting	The completeness and accuracy of the compliance and performance reports provided to the ERA.
Compliance with individual licence conditions	The requirements imposed on the specific licensee by the ERA or specific issues that are advised by the ERA.

The audit has applied a level of scrutiny that corresponds to a 'reasonable assurance engagement' as per the Australian Standard ASAE3000. A reasonable assurance engagement is:

"An assurance engagement in which the assurance practitioner reduces engagement risk to an acceptably low level in the circumstances of the engagement as the basis for the assurance practitioner's conclusion. The assurance practitioner's conclusion is expressed in a form that conveys the assurance practitioner's opinion on the outcome of the measurement or evaluation of the underlying subject matter against criteria."

The highest priority areas (priority 1, 2 or 3 on a scale of 5) based on inherent risk and the previous audit's assessed controls/processes were:

Priority 2

Type 1 reporting obligation

- Obligations to customers on life support equipment (obligations 234, 235, 236, 240, 241, 257, 297B and 297D)

Priority 3

- Notification to customers of change in tariffs (obligation 274A)
- Code of Conduct on website – previous audit issue (obligation 292).

The audit was designed to identify any areas where improvement was required and to recommend corrective action as necessary.

In accordance with the ERA Guidelines, the audit report must include recommendations on the actions the licensee should take to address:

- Licence obligations that were rated non-compliant.
- Licence obligations that were rated for controls as C or D. (refer Ratings Table in section 3.4).

The audit also reviewed the status of the previous audit recommendations (Refer Section 3.6)

3.3 Obligations Not Applicable

The following obligations included in the Audit Plan were not applicable in this audit period:

- Obligation 107 - A licensee must pay the costs of taking an interest in land or an easement over land. (No interests in land)
- Obligation 181A - Subclause 30(6) does not apply if the customer is a customer experiencing financial hardship. (No residential customers)
- Obligation 181B - If there remains an amount in credit after a set-off under subclause 30(6), the retailer must deal with the amount in accordance with subclauses 30(1) to (4) (depending on the amount that remains in credit). (No residential customers)
- Obligations 202 to 228 – Financial Hardship Policy (No residential customers)
- Obligations 245 to 271C re Prepayment Meters (No prepayment meters)
- Obligations 275 to 278 re Non-Contestable Customers (No non-contestable customers)
- Obligation 279 - On request and at no charge, a retailer must provide a residential customer with information on the types of concessions available to the residential customer and the name and contact details of the organisation responsible for administering those concessions (if not the retailer). (No residential customers)
- Obligations 307A to 307G – Family Violence Protection (No residential customers)

3.4 Audit Controls and Compliance Rating Scale

The adequacy of controls and compliance with the licence obligations was assessed using the following ratings.

Adequacy of Controls Rating		Compliance Rating	
Rating	Description	Rating	Description
A	Adequate controls – no improvement needed	1	Compliant
B	Generally adequate controls –improvement needed	2	Non-compliant – minor impact on customers or third parties
C	Inadequate controls – significant improvement required	3	Non-compliant – moderate impact on customers or third parties
D	No controls evident	4	Non-compliant – major impact on customers or third parties
NP	Not performed – controls not assessed in the audit.	NR	Not rated – no activity in current period

3.5 Summary of Audit Ratings of Control and Compliance

The current audit assessment of the ratings for the adequacy of controls and compliance with the 243 applicable legislative obligations is shown below in the summary table and detailed obligations table.

Summary of Audit Ratings of Control and Compliance

Controls rating	Compliance Rating						Total
	Rating	1 Compliant	2 Non-compliant (minor impact)	3 Non-compliant (moderate impact)	4 Non-compliant (major impact)	NR Not rated	
	A -Adequate	174	-	-	-	21	195
	B – Generally adequate	-	2	-	-	-	2
	C - Inadequate	-	-	-	-	-	-
	D – No controls	-	-	-	-	-	-
	NP – Not performed	5	-	-	-	41	46
	Total	179	2	-	-	62	243

Detailed Audit Ratings of Control and Compliance by Obligation

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
Electricity Industry (Customer Transfer) Code 2016													
6	Submission of data request for connection	Clause 3.2(2)	4	✓					✓				
7	Submission of data request electronically	Clause 3.4(1)	4	✓					✓				
8	Withdrawal of request for consumption data	Clause 3.5(3)	4	✓									✓
9	Payment of costs incurred from withdrawal of request	Clause 3.6(2)	4					✓					✓
16	Customer data use for supply of electricity or to initiate transfer	Clause 3.9(1)	4	✓					✓				
17	Aggregation of customers historical consumption data	Clause 3.9(2)	4					✓					✓
18	Disclosure of customer data	Clause 3.9(3)	4	✓					✓				
19	Copy of consent from customer	Clause 3.9(4)	4	✓					✓				
23	Customer transfer request for connection point/s	Clause 4.2(2)	4	✓					✓				
24	Reason for transfer specified in the customers transfer request	Clause 4.3	4	✓					✓				
25	Retailer submission of customer transfer request	Clause 4.4(1)	4	✓					✓				
26	Retailer submission of customer transfer request – reverse an erroneous transfer	Clause 4.4(2)	4					✓					✓
27	Retailer submission of customer transfer request – electronically	Clause 4.5(1)	4	✓					✓				
28	Retailer withdrawal of customer transfer request	Clause 4.6(3)	4	✓									✓
29	Retailer nomination of transfer date with customer transfer request	Clause 4.7	4	✓					✓				

¹ The number refers to the Obligation reference in the Electricity Compliance Reporting Manual (February 2023 and previous versions January 2023, February 2022 and June 2020 where applicable).

² Refer Controls and Compliance Rating Scales in Section 3.3.

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
30	Payment of costs for meter – withdrawal of customer transfer request	Clause 4.8(2)	4					✓					✓
34	Revision of transfer date	Clause 4.9(6)	4	✓					✓				
37A	Multiple customers at one supply address – forward notice to all customers	Clause 4.10(4) <i>From Jan.2022</i>	4	✓					✓				
39	Action if meter is not read on nominated date	Clause 4.11(3)	4	✓					✓				
40	Access contract – amendments	Clause 4.12(3)	4	✓					✓				
43	Transfer for reverse of erroneous transfer	Clause 4.15	4	✓					✓				
44	Retain consent for lodgement of customer transfer request	Clause 4.16	4	✓					✓				
45	Billing for charges after transfer time	Clause 4.17	4	✓					✓				
48	Network's communication rule – data and information communication	Clause 5.2	4	✓					✓				
48A	Written notice and delivery	Clause 6.1	4	✓					✓				
49	Data request or customer transfer request – identify connection point	Clause 6.2	4	✓					✓				
52	Timeframe for notification of contact details	Clause 6.4(1)	4					✓					✓
53	Timeframe for notification of changes in contact details	Clause 6.4(2)	4					✓					✓
54	Electronic communications in accordance with rules	Clause 6.6	4	✓					✓				
55	Timeframe for dispute resolution	Clause 7.1(1)	4					✓					✓
56	Referral of unresolved disputes	Clause 7.1(2)	4					✓					✓
57	Record of resolved disputes	Clause 7.1(3)	4					✓					✓
58	Arbitrator for a dispute	Clause 7.2(4)	4					✓					✓
59	Manner of disputing party	Clause 7.3(2)	4					✓					✓

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
Electricity Industry (Customer Contracts) Regulations 2005 (Amended 1 January 2023)													
79	Format of non-standard contract (NSC)	Regulation 5	4	✓					✓				
80	NSC effect period	Regulation 6	4	✓					✓				
81	NSC retailer information	Regulation 7	4	✓					✓				
82	NSC description of goods and services provided	Regulation 8	4	✓					✓				
83	NSC customer payment for electricity	Regulation 9	4	✓					✓				
84	NSC prohibition on tampering/bypassing	Regulation 10	4	✓					✓				
85	NSC right to disconnect and reconnect supply	Regulation 11	4	✓					✓				
86	NSC security deposits and payment of interest	Regulation 12	4	✓					✓				
86A	Benefit change information	Regulation 12 <i>From 1 Jan. 2023</i>	4	✓					✓				
87	NSC retailers' obligations re prices and tariff information	Regulation 13	4	✓					✓				
88	NSC procedure for preparation, issue and review of bills	Regulation 14	4	✓					✓				
89	NSC matters for contract termination	Regulation 15	4	✓					✓				
90	NSC amendment without consent	Regulation 16 and 34	4	✓					✓				
91	NSC rights and obligations	Regulation 17	4	✓					✓				
92	NSC procedure for complaint response	Regulation 18	4	✓					✓				
93	NSC treatment of confidential information	Regulation 19	4		✓					✓			
94	NSC governing legislation	Regulation 20	4	✓					✓				
95	NSC Code of Conduct	Regulation 21	4	✓					✓				
96	NSC cooling off period	Regulation 32	4	✓					✓				
97	NSC termination of contract	Regulation 33(2)	4	✓					✓				
98	NSC matters of termination	Regulation 33(3) and (4)	4	✓					✓				
98A	NSC contract expiry	Regulation 34A <i>From 1 Jan. 2023</i>	4	✓					✓				
98C	NSC security deposit	Regulation 34C <i>From 1 Jan. 2023</i>	4	✓					✓				
100	Notify customer if supply deemed to be under a standard contract	Regulation 38	4	✓					✓				

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
Electricity Industry Act 2004													
101	Provide ERA with performance audit	Section 13(1)	4	✓					✓				
105	Payment of license fees to ERA	ERA (Licencing Funding) Regulations 2014	4	✓					✓				
106	Minimisation of unforeseen effects on electricity supply	Section 31(3)	4	✓					✓				
108	Supply to small use customers	Section 54(1)	4	✓					✓				
109	Compliance with the ERA direction to amend standard contract	Section 54(2)	4	✓					✓				
110	Function of last resort	Section 76	4					✓					✓
111	Supply to small use customers – Ombudsman membership	Section 101	4	✓					✓				
114	Marketing agent complies with the Code of Conduct	Section 11	4					✓					✓
116	Submit standard form contract to ERA	Section 11	4	✓					✓				
117	Comply with ERA directions for standard form contract review	Section 11	4	✓					✓				
118	Amendment of standard form contract	Section 11	4	✓					✓				
119	Maintaining accounting records	Section 11	4	✓					✓				
120	Comply with ERA's performance standards	Section 11	4					✓					✓
121	Comply with ERA's standard audit guidelines	Section 11	4	✓					✓				
123	Notify ERA of external administration or changes in license circumstances	Section 11	4	✓					✓				
124	Providing ERA with any other information	Section 11	4	✓					✓				
125	Timeframe to publish information	Section 11	4	✓					✓				
126	Notices in writing	Section 11	4					✓	✓				

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
Code of Conduct for the Supply of Electricity to Small-Use Customers 2022													
Marketing													
129A	Marketing agents	Clause 8 <i>From 20 Feb. 2023</i>	4					✓	✓				
130	Entering standard form contracts	Clause 9(1)	4	✓					✓				
131	Timeframe to give customers information	Clause 9(2)	4	✓					✓				
132	Entering non-standard contracts	Clause 10(1)	4	✓					✓				
133	Information is provided to customer prior to entering into non-standard contract	Clause 10(2)	4	✓					✓				
133A	Information not required if provided in past 12 months or customer advised how to obtain the information	Clause 10(3) <i>From 20 Feb. 2023</i>	4	✓					✓				
135	Customer consent	Clause 10(5)	4	✓					✓				
137	Customer can contact agent	Clause 11(2)	4	✓					✓				
138	Retailer or agent to provided customer with information requested	Clause 12(1)	4	✓					✓				
139	Face-to-face meeting – carry identification	Clause 12(2)	4	✓					✓				
140	Comply with any signs at premises that restrict sales representative	Clause 13	4	✓					✓				
141	Marketing agent to keep record of complaints	Clause 2.9 <i>To Jan. 2022</i>	4					✓					✓
142	Marketing agent to keep records for at least 2 years	Clause 2.10 <i>To Jan. 2022</i>	4					✓					✓
Connection													
143	Forward request to distributor	Clause 18(1)	4	✓					✓				
144	Timeframe to forward request to distributor	Clause 18(2)	4	✓					✓				
Billing													
145	Timeframes for Issuing bill	Clause 19(1)	4	✓					✓				
146	Customer notice re shortened billing cycle	Clause 4.2(1) <i>To 19 Feb. 2023</i>	4					✓					✓
146A	Restrictions on shortened bill cycle including 3 reminders	Clause 20(1) <i>From 20 Feb. 2023</i>	4					✓					✓
148	Written notice to shorten billing cycle	Clause 22(3)	4					✓					✓

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				A	B	C	D	NP	1	2	3	4	NR
149	Timeframe of shortened billing cycle	Clause 22(4)	4	✓					✓				
150	Return customer to billing cycle if 3 consecutive bills paid by the due date.	Clause 22(5)	4					✓					✓
151	Informing customers about shortened billing cycles	Clause 22(6)	4					✓					✓
152	Bill-smoothing arrangements	Clause 4.3(1) <i>To 19 Feb. 2023</i>	4					✓					✓
153	Conditions of bill-smoothing arrangement	Clause 4.3(2) <i>To 19 Feb. 2023</i>	4					✓					✓
154	Issuing bill to address	Clause 4.4 <i>To 19 Feb. 2023</i>	4	✓					✓				
155	Prescribed information on bill	Clause 4.5(1) <i>To 19 Feb. 2023</i>	4	✓					✓				
155A	Information on bills	Clause 21(1) <i>From 20 Feb. 2023</i>	4	✓					✓				
156	Billing of historical debt	Clause 21(9)	4	✓					✓				
157	Information on basing a customer's bill – meter reading	Clause 4.6 <i>To 19 Feb. 2023</i>	4	✓					✓				
157A	Bill based on meter reading or if NSC, the agreed method	Clause 22(1) <i>From 20 Feb. 2023</i>	4	✓					✓				
157B	Smoothing arrangement acceptable	Clause 22(2) <i>From 20 Feb. 2023</i>	4	✓					✓				
158	Meter reading	Clause 22(3)	4	✓					✓				
158A	Written record to customer of billing method	Clause 22(4) <i>From 20 Feb. 2023</i>	4	✓					✓				
159	Estimated bill	Clause 4.8(1) <i>To 19 Feb. 2023</i>	4	✓					✓				
160	Estimated bill – specify on bill	Clause 23(1)	4	✓					✓				
161	Reason for estimating	Clause 23(2)	4	✓					✓				
162	Estimated bill – adjustment on next bill	Clause 4.9 <i>To 19 Feb. 2023</i>	4	✓					✓				
163	Replacing an estimated bill	Clause 24(2)	4	✓					✓				
164	Meter testing	Clause 4.11(1) <i>To 19 Feb. 2023</i>	4	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
165	Meter testing - defective	Clause 4.11(2) To 19 Feb. 2023	4	✓					✓				
166	Alternate tariffs	Clause 25(2)	4					✓					✓
166A	Effective date of transfer is meter reading date	Clause 25(3) From 20 Feb. 2023	4					✓					✓
167	No longer eligible for beneficial tariffs	Clause 26(2)	4					✓					✓
168	Issuing final bill	Clause 4.14(1) To 19 Feb. 2023	4	✓					✓				
169	Account in credit at closure	Clause 4.14(2) To 19 Feb. 2023	4	✓					✓				
170	Account in credit at closure – owing debt to retailer	Clause 4.14(3) To 19 Feb. 2023	4	✓					✓				
171	Reviewing customer bill	Clause 27(1)	4	✓					✓				
172	Reviewing customer bill - satisfied that it is correct	Clause 27(2)(a)	4	✓					✓				
173	Reviewing customer bill – adjusting incorrect bill	Clause 27(2)(b)	4	✓					✓				
174	Reviewing customer bill – informing the outcome	Clause 27(3)	4	✓					✓				
175	Timeframe to inform the outcome of a bill review	Clause 27(4)	4	✓					✓				
175A	Customer request for check of energy data or meter test	Clause 28(1) From 20 Feb. 2023	4	✓					✓				
175B	If data incorrect or meter faulty, refund any meter test charges	Clause 28(3) From 20 Feb. 2023	4	✓									✓
176	Recovering undercharged amounts	Clause 29(1)	4	✓					✓				
176A	Interest on undercharged amounts	Clause 4.17(3) To Jan. 2022	4	✓					✓				
177	Overcharged from error, defect or default	Clause 30(1)	4	✓					✓				
178	Payment of overcharged amount	Clause 30(2)	4	✓					✓				
179	Credit account of overcharged amount	Clause 30(4)	4	✓					✓				
180	Amount overcharged	Clause 4.18(6) To 19 Feb. 2023	4	✓					✓				
181	Written notice to use overcharged amount for debt owed	Clause 30(6)	4	✓					✓				

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
182	Recovery of adjustment amount	Clause 4.19(1) To 19 Feb. 2023	4	✓					✓				
183	Meter reading – amount of adjustment is amount owing	Clause 4.19(2) To 19 Feb. 2023	4	✓					✓				
183A	Inform customer within 10 business days of any adjustment amount owing	Clause 31(1) From 20 Feb. 2023	4	✓					✓				
183B	Ask the customer for instructions to transfer any credit amount on account closure	Clause 31(2) From 20 Feb. 2023	4	✓					✓				
183C	Transfer any credit within 12 business days	Clause 31(3) From 20 Feb. 2023	4	✓					✓				
183D	May offset credit with any debt owing after notice to customer	Clause 31(4) From 20 Feb. 2023	4	✓					✓				
183E	Credit after account set off	Clause 31(5) From 20 Feb. 2023	4	✓					✓				
184	Payment by retailer – customers instructions	Clause 4.19(3) To 19 Feb. 2023	4	✓					✓				
184A	Standard form contract – receive bills by post or email	Clause 32(1) From 20 Feb. 2023	4	✓									✓
185	Payment by retailer – no customer instructions	Clause 4.19(4) To 19 Feb. 2023	4	✓					✓				
186	Written notice for using adjustment amount for customer debt	Clause 4.19(7) To 19 Feb. 2023	4	✓					✓				
Payment													
187	Payment due date	Clause 33	4	✓					✓				
188	Payment methods	Clause 34(1)	4	✓					✓				
189	Direct debit	Clause 5.3 To 19 Feb. 2023	4					✓					✓
190	Payment in advance	Clause 35(1) to (3)	4					✓					✓
190A	Publish the maximum credit amount on website and must not be less than \$100.	Clause 35(4) to (6) From 20 Feb. 2023	4					✓					✓
191A	Redirect bill to different address at request of customer	Clause 36 From 20 Feb. 2023	4	✓					✓				
194	Additional late payment fee	Clause 37(4)	4					✓					✓
197	Vacated address	Clause 38(1)	4					✓					✓
198	Evicted/required to vacate supply address	Clause 38(2)	4					✓					✓

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				A	B	C	D	NP	1	2	3	4	NR
199	Previous electricity consumed	Clause 38(4)	4	✓					✓				
200	Debt recovery if financial hardship advised	Clause 39(1)	4					✓					✓
201	Debt recovery limited to supply address	Clause 39(2)	4	✓					✓				
201A	Transfer of debt to another customer	Clause 39(3)	4					✓	✓				
Disconnection													
229	Reminder notice prior to disconnection	Clause 48	4	✓					✓				
230	Failure to pay a bill	Clause 49(a)	4	✓									✓
231	Failure to pay a bill – dual fuel contracts	Clause 50(2)	4					✓					✓
232	Denying access to the meter	Clause 51(2)	4	✓									✓
232A	May disconnect meter if safe access to property not provided	Conduct, clause 51(4) <i>From 20 Feb. 2023</i>	4	✓									✓
234	Comply with limitations regarding disconnection	Clause 52	2	✓									✓
235	Notification of life support equipment	Clause 7.7(1) <i>To 19 Feb. 2023</i>	2	✓					✓				
236	Change of address re life support equipment	Clause 7.7(2) <i>To 19 Feb. 2023</i>	2	✓					✓				
240	Life support re-certification	Clause 7.7(6) <i>To 19 Feb. 2023</i>	2	✓					✓				
241	Removal from life support register	Clause 7.7(7) <i>To 19 Feb. 2023</i>	2	✓					✓				
Reconnection													
242	Requests for reconnection	Clause 53(2)	4	✓									✓
243	Timeframe to forward reconnection request	Clause 53(3)	4	✓									✓
Information and Communication													
271D	Information to be published on website	Clause 68(1) <i>From 20 Feb. 2023</i>	4	✓					✓				
271E	Refer customer to website or provide information without charge	Clause 68(3) <i>From 20 Feb. 2023</i>	4	✓					✓				
271F	If requested, provide a copy of information to customer at no charge	Clause 68(4) <i>From 20 Feb. 2023</i>	4	✓					✓				
272	Notice of variation in tariffs, fees and charges	Clause 10.1(1) <i>To 19 Feb. 2023</i>	4	✓					✓				

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
273	Make available information on tariffs, fees and charges	Clause 69	4	✓					✓				
273A	If tariffs, fees or charges are regulated by State Government, give notice no later than the next bill in the customer's billing cycle	Clause 70(1), (2) and (3) <i>From 20 Feb. 2023</i>	4	✓					✓				
274	Timeframe to make available information on tariffs, fees and charges	Clause 10.1(3) <i>To 19 Feb. 2023</i>	4	✓					✓				
274A	Give notice any variation in tariffs, fees or charges at least 5 business days prior to variation	Clause 70(2) <i>From 20 Feb. 2023</i>	3		✓					✓			
280	Written details of obligations to make payments	Clause 73	4	✓					✓				
281	Making general information available	Clause 10.4 <i>To 19 Feb. 2023</i>	4	✓					✓				
282	Information re distribution of electricity	Clause 74	4	✓					✓				
290	Format of written information	Clause 77	4	✓					✓				
291	How to obtain a copy of the Code of Conduct	Clause 10.10(1) <i>To 19 Feb. 2023</i>	4	✓					✓				
292	Electronic copies of the Code of Conduct	Clause 10.10(2) <i>To 19 Feb. 2023</i>	3	✓					✓				
294	Interpreting information for residential customer	Clause 78(1)	4	✓					✓				
295	Information prescribed for residential customers	Clause 78(2)	4	✓					✓				
297	Availability of different types of meters	Clause 79	4					✓					✓
Life Support Scheme													
297B	Register life support customer's address and contact details, and advise distributor	Clause 82(2) <i>From 20 Feb. 2023</i>	2	✓					✓				
297C	Provide confirmation to customer within 5 business days	Clause 82(3) <i>From 20 Feb. 2023</i>	2	✓					✓				
297D	Update Register with any changes and advise distributor	Clause 82(5) <i>From 20 Feb. 2023</i>	2	✓					✓				
297H	Periodically confirm information with customer	Clause 85(1) <i>From 20 Feb. 2023</i>	2	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
297I	Allow customer at least 3 months' notice to deregister	Clause 85(2) <i>From 20 Feb. 2023</i>	2	✓					✓				
297J	If no longer required, de-register the customer	Clause 86(2) <i>From 20 Feb. 2023</i>	2	✓					✓				
297K	If no confirmation from customer, provide 2 notices at least 10 days apart	Clause 86(3) and(4) <i>From 20 Feb. 2023</i>	2	✓									✓
297L	Notify distributor of de-registration	Clause 86(6) <i>From 20 Feb. 2023</i>	2	✓					✓				
297N	No de-registration of address if another life support customer resides at address	Clause 86(8) <i>From 20 Feb. 2023</i>	2	✓					✓				
Complaints and Dispute Resolution													
298	Internal process for handling complaints and resolving disputes	Clause 87(1)	4	✓					✓				
299	Compliance of complaint handling process	Clause 87(2)	4	✓					✓				
299A	Complaints procedure to comply with AS/NZS 10002:2014	Clause 87(3)	4	✓					✓				
300	Advising customer accordingly	Clause 12.1(3) <i>To 19 Feb. 2023</i>	4	✓					✓				
301	Response timeframe for written complaint	Clause 88	4	✓					✓				
301A	Information to be provided about complaint outcome	Clause 89 <i>From 20 Feb. 2023</i>	4	✓					✓				
302	Comply with ERA guidelines	Clause 12.2 <i>To 19 Feb. 2023</i>	4	✓					✓				
303	Information to utilise the complaints handling processes	Clause 12.3 <i>To 19 Feb. 2023</i>	4	✓					✓				
304	Advise customer of appropriate entity for a complaint	Clause 90	4	✓									✓
Reporting													
305	Prepare a report for each reporting year specified by the ERA	Clause 13.1 <i>To 19 Feb. 2023</i>	4	✓					✓				
306	Provide report to ERA as specified	Clause 13.2 <i>To 19 Feb. 2023</i>	4	✓					✓				
307	Report is published by the date specified by the ERA	Clause 13.3 <i>To 19 Feb. 2023</i>	4	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
Service Standard Payments													
308	Payment of compensation if reconnection not within timeframe	Clause 14.1(1) <i>To 19 Feb. 2023</i>	4	✓									✓
308A	Payment if incorrect service reconnection	Clause 94(1) <i>From 20 Feb. 2023</i>	4	✓									✓
308B	A retailer must pay the customer \$60 for each day that the retailer or the distributor is late, up to a maximum of \$300.	Clause 94(2) <i>From 20 Feb. 2023</i>	4	✓									✓
310	Compensation for retailer's non-compliance with procedures	Clause 95(1)	4	✓									✓
312	Failure to acknowledge complaint within the timeframe	Clause 96	4	✓									✓
315	Compensation payment for failure to satisfy a service standard.	Clause 100(1)	4	✓									✓
Electricity Industry (Metering) Code 2012													
324	Bi-directional electricity flows	Clause 3.3B	4	✓					✓				
339	Advising operator about an outage or malfunction of a metering installation	Clause 3.11(3)	4	✓					✓				
371	Discrepancy between data in meter and database	Clause 4.4(1)	4	✓					✓				
372	Not knowingly permit the registry to be materially inaccurate.	Clause 4.5(1)	4	✓					✓				
373	Notify network operator of any inaccuracy in standing data	Clause 4.5(2)	4	✓					✓				
388	Assist network operator to comply with their obligations	Clause 5.4(2)	4	✓					✓				
401	Provide energy data to network operator within timeframe	Clause 5.16	4	✓					✓				
402	Provide standing data or energy data to customers as required	Clause 5.17(1)	4	✓					✓				
405	Change in the energisation status of a metering point	Clause 5.18	4	✓					✓				
406	Act with network operator in accordance	Clause 5.19(1)	4	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
	with good electricity industry practice												
407	Record prescribed information in relation to the site of each connection point	Clause 5.19(2)	4	✓					✓				
408	Notify network operator of any changes within 1 day	Clause 5.19(3)	4					✓					✓
410	Do not notify network operator if change due to information provided by network operator	Clause 5.19(6)	4					✓					✓
416	Request for meter test or audit only if licensee was the user at the time	Clause 5.21(5)	4					✓	✓				
417	Any request must be consistent with any access arrangement or agreement.	Clause 5.21(6)	4	✓					✓				
435	Provide network operator with customer attribute information that is missing or incorrect within the timeframes.	Clause 5.27	4	✓									✓
448	User with access contract must comply with rules, procedures, agreements.	Clause 6.1(2)	4	✓					✓				
451	Ensure that licensee can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number.	Clause 7.2(1)	4	✓					✓				
453	Notify contact details to a network operator within 3 business days after the request.	Clause 7.2(4)	4	✓									✓
454	Notify network operator of any change to the contact details at least 3 business days before the change.	Clause 7.2(5)	4	✓									✓
455	Protection of confidential information	Clause 7.5	4	✓					✓				
456	Comply with any disclosure required by the Code.	Clause 7.6(1)	4	✓					✓				
457	Aim to resolve any dispute with Code	Clause 8.1(1)	4					✓	✓				

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
	Participants within 5 business days.												
458	If a dispute is not resolved within 10 business days, refer dispute to senior management to meet and resolve	Clause 8.1(2)	4					✓					✓
459	If the dispute is not resolved within a further 10 business days, refer to senior executive officer of each party to meet and resolve.	Clause 8.1(3)	4					✓					✓
460	If resolved, prepare a written and signed record of the resolution and adhere to the resolution.	Clause 8.1(4)	4					✓					✓
461	Proper conduct of disputing parties	Clause 8.3(2)	4					✓					✓

3.6 Status of Previous Audit Recommendations

The recommendation to address the non-compliance noted in the previous Audit Report (September 2021) has been implemented as shown below.

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
A. Resolved before end of previous audit period						
N/A						
B. Resolved during current audit period						
1/2021	292	C3	<p>Code of Conduct on Alinta Website</p> <p>A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge. The Electricity Customer Service Charter given to the customer and sighted in the audit advises how customers can obtain a copy of the Code of Conduct. However, there is no electronic copy of the Electricity Customer Service Charter or the Code of Conduct available on the Alinta website. Alinta advised this occurred due to an upgrade of the website.</p> <p>a) <i>Alinta should provide an electronic copy of the Code of Conduct for the Supply of Electricity to Small-Use Customers on its website (and a copy of the Alinta Electricity Customer Service Charter).</i></p> <p>b) <i>Alinta should ensure that the Code of Conduct is available on the website as stated in the Regulatory Compliance Register after any upgrade of the website or the Code by documented testing after any upgrade or change.</i></p>	<p><u>Status: Completed</u></p> <p>a) Alinta Energy has updated its website under "Terms and Conditions" to include a copy of the Code of Conduct and, for completeness, the Electricity Customer Service Charter.</p> <p>b) The obligation was added to the Compliance Obligations Register.</p> <p>Confirmed in this audit.</p>	August 2021	Nil

3.7 Detailed Audit Observations

SUMMARY OF COMPLIANCE OBLIGATIONS	
LEGISLATION	
ELECTRICITY INDUSTRY ACT 2004	Refer Compliance Obligations 101 to 128 as applicable.
REGULATIONS	
ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005	Refer Compliance Obligations 78 to 100 as applicable
CODES	
ELECTRICITY INDUSTRY (CUSTOMER TRANSFER) CODE 2016	Refer Compliance Obligations 1 to 71 as applicable
CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL-USE CUSTOMERS 2022	Refer Compliance Obligations 129 to 316 as applicable <i>(2018 Code superseded by 2022 Code - Updated from 20 Feb. 2023)</i>
ELECTRICITY INDUSTRY (METERING) CODE 2012	Refer Compliance Obligations 317 to 461 as applicable.

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
Electricity Industry (Customer Transfer) Code 2016							
6	Condition 4.1.1	Code clause 3.2(2)	A retailer must submit a separate data request for each connection point, unless otherwise agreed.	4	The audit verified that Alinta submits each data request individually through the Metering Service Centre web portal, which is connected to the Gentrack system. Each request is linked to a unique National Meter Identifier (NMI). The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections</i> procedure.	A	1
7	Condition 4.1.1	Code clause 3.4(1)	A retailer must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day, unless otherwise agreed.	4	The audit confirmed that all data requests are submitted exclusively through Western Power's electronic system. This system imposes a daily limit of 20 requests, unless Western Power grants an exception. The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections</i> procedure.	A	1

³ Number refers to the item reference in the Electricity Compliance Reporting Manual (February 2023 and previous versions January 2023, February 2022 and June 2020)

⁴ Controls Rating Scale: A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, N/P=Not performed.

⁵ Compliance Rating Scale: 1=Compliant, 2=Non-compliant - minor impact, 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, N/R=Not rated.

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
8	Condition 4.1.1	Code clause 3.5(3)	A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the network operator provides the historical consumption data.	4	The audit confirmed that Alinta obtains customer consent before requesting historical consumption data from Western Power. Consent is verifiable and obtained either by email or recorded phone call. The C&I Functional Lead advised that no customers withdrew their verifiable consent during the audit period. This requirement is documented in the <i>Business Account Consultant – Electricity Informed Consent – Meter Data</i> script.	A	NR
9	Condition 4.1.1	Code clause 3.6(2)	A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a request for historical consumption data that has been subsequently withdrawn.	4	The C&I Functional Lead confirmed that, during the audit period, no customers withdrew their verifiable consent.	NP	NR
16	Condition 4.1.1	Code clause 3.9(1)	A retailer may only use data relating to a contestable customer to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer.	4	The audit confirmed that data relating to a contestable customer is used solely to provide a quotation for electricity supply or to initiate the customer's transfer to Alinta. Restrictions on disclosing customer data are outlined in the <i>Privacy Policy</i> . In addition, employees must complete online compliance training at induction and undertake annual refresher training.	A	1
17	Condition 4.1.1	Code clause 3.9(2)	A retailer must not aggregate a contestable customer's historical consumption data with that of other contestable customers for the purposes of internal business	4	The C&I Functional Lead confirmed that, during the audit period, Alinta did not use or aggregate contestable customer data for internal business development purposes.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			development, if requested not to do so by the customer.				
18	Condition 4.1.1	Code clause 3.9(3)	A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.	4	The audit confirmed that Alinta obtains customer consent before accessing their data from Western Power or submitting a transfer request. Consent is provided either through email or recorded phone calls. Restrictions on customer data disclosure are detailed in the <i>Privacy Policy</i> . Employees are also bound by confidentiality agreements.	A	1
19	Condition 4.1.1	Code Clause 3.9(4)	A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	4	The audit confirmed with the Compliance Advisor that data is retained for at least 7 years, including records of all verifiable consent obtained. This is documented in the <i>Information Retention Standard</i> .	A	1
23	Condition 4.1.1	Code Clause 4.2(2)	A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed.	4	The audit verified that Alinta uses the Metering Service Centre web portal to electronically lodge separate data requests with Western Power, with each request assigned its own unique National Meter Identifier (NMI). This practice aligns with the requirements outlined in the <i>New Customer – CRM sales process</i> and the <i>New Connections</i> procedure.	A	1
24	Condition 4.1.1	Code Clause 4.3	A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer that submitted the customer transfer	4	The audit verified that Alinta uses the Metering Service Centre web portal to send separate electronic data requests to Western Power, including the transfer reason for each request.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			request or to reverse an erroneous transfer.		The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections procedure</i> .		
25	Condition 4.1.1	Code Clause 4.4(1)	A retailer may only submit a customer transfer request if it has an access contract for the network unless it is to reverse an erroneous transfer.	4	The audit verified that Alinta Sales Pty Ltd holds a valid access contract with Western Power and consistently submits customer transfer requests. There have been various amendments to May 2025 that were confirmed in this audit. This is documented in the <i>Network Access Agreement with Western Power</i> .	A	1
26	Condition 4.1.1	Code Clause 4.4(2)	A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	4	The audit confirmed with the C&I Functional Lead that Alinta avoids direct communication with other retailers to protect customer privacy. When an incoming retailer initiates a transfer, Western Power automatically informs Alinta to verify the process. In cases where the incoming retailer's details are missing, Alinta reaches out to Western Power to clarify the retailer's identity. The C&I Functional Lead confirmed that no incorrect transfer requests were made during the audit period.	NP	NR
27	Condition 4.1.1	Code Clause 4.5(1)	A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.	4	The audit confirmed that Customer Transfer Requests are processed exclusively through the B2B system, which inherently restricts the number of daily transfer requests to a maximum of 20.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections procedure</i> .		
28	Condition 4.1.1	Code Clause 4.6(3)	A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	4	Verifiable consent is obtained and recorded through non-standard contracts, which are reviewed before any Customer Transfer Requests are submitted to Western Power. In accordance with the <i>Alinta Energy Electricity Customer Service Charter</i> and Australian Consumer Law, a 10-business-day cooling-off period applies to unsolicited contracts. During this time, customers must notify Alinta Sales if they wish to cancel, who will then inform Billing to cancel the order in the B2B system, updating the Western Power Portal accordingly. The C&I Functional Lead confirmed that no customers withdrew their verifiable consent during the audit period. This process is documented in the <i>Alinta Energy Electricity Customer Service Charter</i> .	A	NR
29	Condition 4.1.1	Code Clause 4.7	A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	4	The audit verified that all customer transfer requests are required to be submitted through the Western Power Portal (WPP) with an assigned transfer date. The system enforces this by rejecting any requests that fall outside the allowed timeframes.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					This obligation is outlined in the <i>Action New Connection Request</i> and <i>Action Churn In Request</i> procedures.		
30	Condition 4.1.1	Code Clause 4.8(2)	A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	4	The audit confirmed with the C&I Functional Lead that there were no instances of customers withdrawing verifiable consent during the audit period.	NP	NR
34	Condition 4.1.1	Code Clause 4.9(6)	A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	4	The C&I Functional Lead confirmed that Alinta collaborates with Western Power to manage any changes to nominated transfer dates as required by Customer Transfer Request (CTR) circumstances. The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections</i> procedure.	A	1
37A	Condition 4.1.1	Code Clause 4.10(4) <i>From Jan.2022</i>	If a current retailer receives a notice under clause 4.10(1)(a) or 4.10(2)(c) in circumstances where clause 4.12(1)(a)(ii) applies, then the current retailer must promptly forward the notice to the other person referred to in clause 4.12(1)(a)(ii). <i>(i.e. within 1 business day notify the previous retailer of the transfer request)</i>	4	The audit verified that Alinta submits each data request individually through the Metering Service Centre web portal, which is connected to the Gentrack system. Each request is linked to a unique National Meter Identifier (NMI). The C&I Functional Lead confirmed there were no delays in processing incoming transfers. The process is outlined in the <i>Transfer of Supply Agreement</i> process map. The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections</i> procedure.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
39	Condition 4.1.1	Code Clause 4.11(3)	A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	4	The C&I Functional Lead confirmed that the meters were typically read on the nominated transfer date during the audit period. The audit reviewed email examples from Western Power regarding delays, which are promptly followed up, and transfer dates adjusted accordingly. A calendar reminder is also set for the day after the transfer to verify that the meter reading was completed as scheduled. The process is outlined in the <i>Transfer of Supply Agreement</i> process map. The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections procedure</i> .	A	1
40	Condition 4.1.1	Code Clause 4.12(3)	The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	4	The audit verified that Alinta Sales Pty Ltd holds a valid access contract with Western Power and consistently submits customer transfer requests. There have been various amendments to the contract to May 2025 that were confirmed in this audit. The procedure is documented in the <i>Network Access Agreement</i> .	A	1
43	Condition 4.1.1	Code Clause 4.15	In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and, if applicable, AEMO) must act in good faith to ensure that the affected contestable customer has the same rights and obligations as if the erroneous transfer had not occurred.	4	The audit confirmed that Alinta seeks to minimise customer impact when such situations occur. The complaints handling process is outlined in the <i>Electricity Customer Service Charter</i> (October 2017).	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
44	Condition 4.1.1	Code Clause 4.16	A verifiable consent given by a contestable customer in relation to the lodgment of a customer transfer request must be retained by the incoming retailer for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	4	The audit confirmed with the Compliance Advisor that data, including records of all verifiable consents, is retained for at least 7 years in the CRM system. This is an automated process and controls are considered adequate.	A	1
45	Condition 4.1.1	Code Clause 4.17	A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	4	The audit confirmed that when a customer initiates a transfer to Alinta, the contract specifies a transfer date aligned with the end date of their existing retailer. This date cannot be set more than 50 business days in advance. The Gentrack and B2B systems are configured to prevent billing beyond the agreed transfer date. The disconnection process is detailed in the <i>Gentrack - Disconnection work instruction</i> .	A	1
48	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Code Clause 5.2 <i>To Dec. 2021</i>	A network's communication rules apply in respect of data and information communication between the network operator and a retailer under this Code.	4	The audit confirmed that Alinta engages with Western Power through telephone, email, and the Metering Service Centre web portal. Staff are trained to interact with the network operator in line with the <i>Electricity Industry Metering Code</i> , and all relevant personnel must complete compliance training during induction, with annual refreshers thereafter. No breaches were identified during the audit period. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
48A	Condition 4.1.1	Code Clause 6.1	All notices must be in writing and delivered as described in subclauses 6.1(a)-(c).	4	The audit confirmed with the C&I Functional Lead that all notices are provided electronically, to the recipient's notified electronic communication address. This obligation is outlined in the <i>Electricity Customer Service Charter</i> (October 2017).	A	1
49	Condition 4.1.1	Code Clause 6.2	A licensee's notice in relation to a data request or customer transfer request must identify the connection point to which it relates.	4	The audit confirmed that all customer transfers and data requests are required to be submitted through either the Western Power Portal (WPP) or Gentrack, using the National Meter Identifier (NMI) as the reference. Once an order is created in Gentrack, the associated NMI is recorded and used to match the transfer request within the WPP system. The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections procedure</i> .	A	1
52	Condition 4.1.1	Code Clause 6.4(1)	A retailer must notify its contact details to a network operator within three business days of a request.	4	The audit confirmed that Western Power did not request updated contact details from Alinta during the audit period, as no changes occurred. Western Power holds all necessary contact information on record.	NP	NR
53	Condition 4.1.1	Code Clause 6.4(2)	A retailer must notify the network operator of any change in its contact details at least three business days before the change takes effect.	4	The audit confirmed that Alinta's contact details remained unchanged throughout the audit period except for the Business Sales telephone number being updated. A customer notification was sent at least 3 days before the change.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
54	Condition 4.1.1	Code Clause 6.6	A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with the communication rules.	4	The audit confirmed that Alinta and Western Power communicate daily via the Metering Service Centre web portal. This portal maintains up-to-date electronic communication addresses and supports Alinta in meeting its obligations for handling automated response messages. The <i>Network Access Agreement</i> between Alinta and Western Power, along with Western Power's <i>Communication Rules</i> , outlines the approved methods and protocols for information and data exchange as required under the Code.	A	1
55	Condition 4.1.1	Code Clause 7.1(1)	For a dispute in respect of a matter under, or in connection with, the Electricity Industry Customer Transfer Code, the disputing parties must meet, within five business days of a request by one of those parties, and attempt to resolve the dispute through negotiations that are conducted in good faith.	4	The C&I Functional Lead confirmed that any disputes would be escalated to senior management, and no disputes related to the Code were reported during the audit period. A review of the Customer Complaints log found no complaints associated with the Customer Transfer Code in the audit period.	NP	NR
56	Condition 4.1.1	Code Clause 7.1(2)	If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute through	4	As per obligation 55.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			negotiations that are conducted in good faith.				
57	Condition 4.1.1	Code Clause 7.1(3)	If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	As per obligation 55.	NP	NR
58	Condition 4.1.1	Code Clause 7.2(4)	A disputing party that refers a dispute to the arbitrator must provide the arbitrator with prescribed details of the nature of the dispute.	4	As per obligation 55.	NP	NR
59	Condition 4.1.1	Code Clause 7.3(2)	A disputing party must, at all times, conduct itself in a manner that is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	4	As per obligation 55.	NP	NR
Electricity Industry (Customer Contracts) Regulations 2005 (Amended from 1 January 2023)							
79	Condition 4.1.1	Regulation 5	A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language.	4	<p>The audit confirmed that customers receive a Non-Standard Contract and Accompanying Terms and Conditions (February 2019 and updated January 2025) that meets the required standards.</p> <p>The control is the Non-Standard Contract.</p> <p>A review of the non-standard contract verified it is written in clear, simple, and concise language, making it easy to understand.</p>	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
80	Condition 4.1.1	Regulation 6	A non-standard contract must specify when it comes into effect and the period for which it has effect.	4	The audit confirmed the Non-Standard Contract includes a Contract Start Date and right to cancel within 10 business days of signing the Agreement. It states that the contract becomes effective upon Alinta's acceptance of the offer detailed in the customer schedule and remains in effect until the contract or its term expires. Also, at least 20 days' notice if a fixed term contract.	A	1
81	Condition 4.1.1	Regulation 7	A non-standard contract must specify certain information about the retailer.	4	The audit confirmed the Non-Standard Contract Terms and Conditions include all the necessary information about the retailer.	A	1
82	Condition 4.1.1	Regulation 8	A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract.	4	The audit confirmed the Non-Standard Contract Terms and Conditions detail the provision of electricity supply services.	A	1
83	Condition 4.1.1	Regulation 9	A non-standard contract must require the customer to pay for electricity supplied under the contract.	4	The audit confirmed the Non-Standard Contract Terms and Conditions obligate the customer to pay for the electricity supplied.	A	1
84	Condition 4.1.1	Regulation 10	A non-standard contract must prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so.	4	The audit confirmed the Non-Standard Contract Terms and Conditions include the necessary provisions prohibiting tampering with or bypassing network equipment.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
85	Condition 4.1.1	Regulation 11	A non-standard contract must describe the circumstances under which a retailer has the right to disconnect supply and is required to reconnect supply.	4	The audit confirmed the Non-Standard Contract Terms and Conditions outline the necessary conditions regarding disconnection of supply and reconnection requirements.	A	1
86	Condition 4.1.1	Regulation 12 <i>To December 2022</i>	A non-standard contract must require the retailer to deal with security deposits and the payment of interest in the manner that is specified.	4	The audit confirmed the Non-Standard Contract Terms and Conditions specify the required terms related to security deposits and the applicable interest.	A	1
86A	Condition 4.1.1	Regulation 12 <i>From January 2023</i>	If a customer contract provides for a benefit change, the contract must state that the retailer is required to inform the customer, in the time period prescribed, the benefit change, the options for supply available after the date of the benefit change and describe the way in which the retailer must give that information to the customer.	4	The audit confirmed the Non-Standard Contract Terms and Conditions outline the necessary conditions regarding pricing and tariff details, including any applicable adjustments. The audit also confirmed the Non-Standard Contract Terms and Conditions outline the conditions related to contract amendments without customer consent, including requirements for notifying the customer of changes and the customer's right to terminate the contract if they do not agree.	A	1
87	Condition 4.1.1	Regulation 13 <i>From January 2023</i>	A non-standard contract must describe the prices payable and the circumstances in which the prices are payable, plus the way the retailer publishes and gives notice of variations to its prices information.	4	The audit confirmed the Non-Standard Contract Terms and Conditions outline the necessary conditions regarding pricing and tariff details, including any applicable adjustments.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
88	Condition 4.1.1	Regulation 14	A non-standard contract must describe the procedures to be followed by the retailer in relation to the preparation, issue and review of customer bills.	4	The audit confirmed the Non-Standard Contract Terms and Conditions provide the required information concerning the preparation, issuance, and review of bills.	A	1
89	Condition 4.1.1	Regulation 15	A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.	4	The audit confirmed the Non-Standard Contract Terms and Conditions include the necessary details regarding the termination (ending) of the contract.	A	1
90	Condition 4.1.1	Regulations 16(1A), 16(2) and 34 <i>From January 2023</i>	A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent where the amendment is required for the contract to remain consistent with a written law. A non-standard contract must describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the customer of any amendment to the contract.	4	The audit confirmed the Non-Standard Contract Terms and Conditions outline the conditions related to contract amendments without customer consent, including requirements for notifying the customer of changes and the customer's right to terminate the contract if they do not agree.	A	1
91	Condition 4.1.1	Regulation 17	A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.	4	The audit confirmed the Non-Standard Contract Terms and Conditions specify the required conditions regarding any assignment of the contract, whether with or without the customer's consent, including the obligation	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					to notify the customer as soon as reasonably practicable before or after the assignment.		
92	Condition 4.1.1	Regulation 18	A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.	4	The audit confirmed the Non-Standard Contract Terms and Conditions detail the procedures for handling customer complaints.	A	1
93	Condition 4.1.1	Regulation 19 <i>From January 2023</i>	A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially. <i>The customer contract must specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge.</i>	4	The audit confirmed the Non-Standard Contract Terms and Conditions outline the processes in place to safeguard the confidentiality of customer information. These include “[a] keep your information confidential; and [b] only use your information for purposes relating to our business activities; and [c] not pass on your information to anyone else”, except for specific conditions. However, the customer contract does not specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge (effective from 1 January 2023). Recommendation 1/2025 <i>The Non-Standard Contract should be updated to state that Alinta has a Privacy Policy that is available on the website or a copy can be obtained without charge.</i>	B	2

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
94	Condition 4.1.1	Regulation 20	A non-standard contract must specify the governing legislation, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.	4	The audit confirmed the Non-Standard Contract Terms and Conditions include the required provisions relating to governing legislation, notices, and the use of electronic communication.	A	1
95	Condition 4.1.1	Regulation 21	A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	4	The audit confirmed the Non-Standard Contract Terms and Conditions do not exclude any provisions of the Code, other than those permitted under section 1.10 of the Code.	A	1
96	Condition 4.1.1	Regulation 32	A non-standard contract must include details about the cooling off period specified in the regulation.	4	The audit confirmed the Non-Standard Contract allows customers to terminate the contract within a 10-business-day cooling-off period, regardless of whether the contract was unsolicited. The requirement for a cooling-off period in all contracts is outlined in the <i>Supply Agreements</i> procedure.	A	1
97	Condition 4.1.1	Regulation 33(2)	A non-standard contract must allow the customer to terminate the contract at any time with no less than 5 days' notice.	4	The audit confirmed with the C&I Functional Lead that Alinta offers only fixed-term supply agreements. As a result, there was no relevant activity during the audit period.	A	1
98	Condition 4.1.1	Regulations 33(3) and (4)	A non-standard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	4	The audit confirmed the Non-Standard Contract Terms and Conditions for fixed-term contracts include the necessary provisions regarding contract termination.	A	1

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98A	Condition 4.1.1	Regulation 34A <i>From January 2023</i>	A non-standard fixed term contract must detail the contract expiry date, customer options available for supply following expiry, the terms and conditions that apply after expiry and the way the retailer will provide the notification in the manner specified.	4	The audit confirmed the Non-Standard Contract Terms and Conditions for fixed-term contracts include the necessary provisions regarding contract termination.	A	1
98C	Condition 4.1.1	Regulation 34C <i>From January 2023</i>	A non-standard contract, entered into by a non-residential customer, is required to state whether the customer must pay a security deposit, how the amount of the security deposit is calculated, the maximum amount the retailer may request, when the retailer may use the security deposit to offset the amounts owed by the customer and when the retailer must repay the security deposit.	4	The audit confirmed the Non-Standard Contract includes the necessary provisions regarding security deposits being a payment deduction authority or a refundable advance.	A	1
100	Condition 6.8.1	Electricity Industry (Customer Contracts) Regulations, regulation 38	If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information.	4	This situation may arise when a business discontinues operations at a particular premise and a new business begins consuming electricity without notifying Alinta. The Gentrack billing system routinely detects this through a sudden increase in electricity consumption, triggering Alinta to contact the new occupant within five business days to establish a new non-standard contract. Until a new contract is agreed upon, the standard form contract remains in effect by default. This contract also applies to customers who are out of contract or who	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					choose to remain on a month-to-month rate—referred to as the Continuing Supply Tariff—due to a preference for flexibility amid changing business circumstances.		
Electricity Industry Act 2004							
101	Condition 5.3.1	Section 13(1) <i>From June 2020</i>	A licensee must provide the ERA with a performance audit conducted by an independent expert acceptable to the ERA, not less than once every 24 months (or any longer period that the ERA allows).	4	The previous Performance Audit report for the period 1 June 2021 to 31 May 2023 was provided to the ERA. This audit report for the period 1 June 2023 to 31 May 2025 will be provided to the ERA.	A	1
105	Condition 4.2.1	ERA (Licensing Funding) Regulations 2014	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i> .	4	The audit reviewed the invoices and remittances to the ERA for 2021/22, 2022/23 and 2023/24 and confirmed the fees had been paid to the ERA. This obligation is included in the Compliance Obligations Register.	A	1
106	Condition 4.1.1	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.	4	The C&I Functional Lead confirmed that Alinta relies on Western Power (WP) to minimise interruptions or restrictions to electricity supply and directs customers to WP's 24/7 emergency telephone line when necessary. The audit confirmed that Alinta has taken reasonable steps to reduce the extent and duration of any interruptions, suspensions, or restrictions to supply.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					A review of the Complaints log found no complaints related to supply interruptions during the audit period. Procedures for handling complaints about supply interruptions are outlined in the <i>Complaints and Disputes procedures</i> available on Alinta's website.		
108	Condition 6.4.1	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 that complies with the Act.	4	The C&I Functional Lead confirmed that all customers are either on non-standard contracts or Standard Form Contracts (SFC). Customers on SFC are those who are out of contract or who choose to remain on a month-to-month rate, known as the Continuing Supply Tariff, allowing flexibility amid changes in their business. The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections procedure</i> .	A	1
109	Condition 6.6.1	Section 54(2)	A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified.	4	The audit confirmed that Alinta complied with a direction from the ERA to review the Standard Form Contract (March 2023) and this was approved on 13 April 2023. This obligation is listed in the Compliance Obligations Register.	A	1
110	Condition 6.7.1	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	4	The C&I Functional Lead and review of Alinta's annual Performance Reports to the ERA confirmed that Alinta does not supply electricity to residential customers and is not designated as a supplier of last resort.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			into operation under section 70 of the Electricity Industry Act.				
111	Condition 6.1.1	Section 101	A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by, and compliant, with any decision or direction of the electricity ombudsman under the approved scheme.	4	The audit confirmed that Alinta Energy is a member of the Energy and Water Ombudsman WA (EWOWA) scheme, as noted on the EWOWA website, and operates in accordance with the scheme's requirements. The Customer Complaints (WA) Policy includes reference to the EWOWA for cases where a customer is not satisfied with the outcome of their complaint. There were 5 customer complaints to the EWOWA in the audit period and all were resolved.	A	1
114	Condition 6.3.1	Section 11	A licensee must ensure that an electricity marketing agent of the licensee complies with the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2022</i> .	4	The C&I Functional Lead confirmed that that Alinta does not use external marketing agents	NP	NR
116	Condition 6.4.2	Section 11	A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified.	4	The audit confirmed that Alinta complied with the ERA's direction to review its Standard Form Contract in March 2023. The updated contract was approved on 13 April 2023. This obligation is recorded in the Compliance Obligations Register.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
117	Condition 6.4.3	Section 11	A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review.	4	The audit confirmed that Alinta complied with the ERA's direction to review its Standard Form Contract in March 2023. The updated contract was approved on 13 April 2023. This obligation is recorded in the Compliance Register.	A	1
118	Condition 6.5.1	Section 11	A licensee can only amend the standard form contract with the ERA's approval.	4	The audit confirmed that Alinta complied with the ERA's direction to review its Standard Form Contract in March 2023. The updated contract was approved on 13 April 2023. This obligation is recorded in the Compliance Register.	A	1
119	Condition 4.3.1	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.	4	The audit confirmed by review of the Alinta Energy Annual Reports for 2022/23 and 2023/24 that Alinta complied with the accounting standards. This obligation is listed in the Compliance Register.	A	1
120	Condition 5.2.4	Section 11	A licensee must comply with any individual performance standards prescribed by the ERA.	4	The audit confirmed by review of the Licence that there were no individual performance standards prescribed by the ERA.	NP	NR
121	Condition 5.3.2	Section 11	A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit.	4	The previous Performance Audit report (August 2021) was accepted by the ERA. This audit will also comply with the ERA's requirements. This obligation is listed in the Compliance Obligations Register.	A	1
123	Condition 4.4.1	Section 11	In the manner prescribed, a licensee must notify the ERA, if it is under	4	The audit confirmed by review of the Alinta Energy Annual Reports for 2022/23 and	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			external administration or if there is a significant change in the circumstances that the licence was granted which may affect the licensee's ability to meet its obligations.		2023/24 that Alinta was not under any external administration and there have been no significant changes that would affect Alinta's ability to meet its licence obligations. This obligation is listed in the Compliance Obligations Register.		
124	Condition 4.5.1	Section 11	A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.	4	The audit sighted the annual Compliance and Performance Reports submitted to the ERA for 2021/22, 2022/23 and 2023/24 and confirmed they were submitted by the required due dates and in the prescribed format. These obligations, due dates, and responsibilities are recorded in the Compliance Obligations Register.	A	1
125	Conditions 3.8.1 and 3.8.2	Section 11	A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.	4	The audit confirmed that the Annual Performance Reports for 2020/21, 2021/22, 2022/23 and 2023/24 have been published on the Alinta website as directed by the ERA. This obligation is listed in the Compliance Obligations Register	A	1
126	Condition 3.7.1	Section 11	All notices must be in writing, unless otherwise specified.	4	The Compliance Advisor confirmed that all correspondence between the ERA and Alinta is via email or mail.	NP	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
Code of Conduct for the Supply of Electricity to Small Use Customers 2022 (and previously 2018)							
MARKETING							
129A	Condition 6.3.1	Code of Conduct Clause 8 <i>From 20 February 2023</i>	A retailer must ensure that its electricity marketing agents comply with Part 2	4	The Team Leader, Sales Operations confirmed that that Alinta does not use external marketing agents.	NP	NR
130	Condition 6.3.1	Code of Conduct Clause 9(1)	A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 9(1).	4	As per obligation 100, the Standard Form Contract applies to any out of contract customers, or customers who wish to remain on a month to month rate which is known as the Continuing Supply Tariff (CST) and not be locked in due to changes in their business. The audit confirmed that customers are provided with a copy of the Standard Form Contract. This obligation is documented in the <i>C&I Manual – West Coast: Part B – Systems and Procedures (Supply Agreement/Contract procedure)</i> . (reviewed February 2025)	A	1
131	Condition 6.3.1	Code Clause 9(2) Section 82	Subject to subclause 9(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 9(2) no later than on, or with, the customer's first bill.	4	The audit confirmed the required information is provided to small use customers as part of the Small Use Electricity Supply Agreement, contract terms and conditions and the Electricity Customer Service Charter which are attached in the email sent to the customer when the contract has been signed. This obligation is documented in the <i>Supply Agreement/Contract procedure</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
132	Condition 6.3.1	Code of Conduct Clause 10(1) <i>From 20 Feb. 2023</i>	A retailer or electricity marketing agent must ensure that non- standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 10(1).	4	<p>Through review of relevant documentation, it was noted that Alinta ensure that they record the date that the Non-Standard Form Contract was entered into.</p> <p>Alinta also obtain verifiable consent from their customers that a contract has been entered into before the contract can progress, and a record of the customers verifiable consent is saved to their customer file.</p> <p>Alinta provide a copy of the contract and the relevant terms and conditions to a customer, at no charge, at the time the contract is entered into. In the event that the non-standard form contract was entered into over the telephone, a copy of the contract will be provided as soon as possible, but not more than 5 business days after contract was entered into. Therefore, complying with the requirements of the obligation. .</p> <p>This obligation is documented in the <i>Supply Agreement/Contract procedure</i>.</p>	A	1
133	Condition 6.3.1	Code of Conduct Clause 10(2)	A retailer or electricity marketing agent must ensure that the information specified in subclause 10(2) is provided to the customer before entering into a non-standard contract.	4	From review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract. A system generated email attaches the appropriate documentation in accordance with Clause 2.3(2) of the Code, including the non-standard contract.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					This obligation is documented in the <i>Supply Agreement/Contract procedure</i> and the non-standard contract.		
133A	Condition 6.3.1	Code of Conduct Clause 10(3) <i>From 20 Feb. 2023</i>	If subclause (4) applies, when a customer enters into a nonstandard contract with a retailer, the retailer or an electricity marketing agent must give the information specified in clause 10(3)	4	Subclause 4 applies if the customer has been provided with the information within the past 12 months or the customer has been informed how to obtain the information. From review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract. A system generated email attaches the appropriate documentation in accordance with Clause 2.3(2) of the Code, including the non-standard contract. This obligation is documented in the <i>Supply Agreement/Contract procedure</i> and the non-standard contract.	A	1
135	Condition 6.3.1	Code of Conduct Clause 10(5) <i>Amended 20 Feb. 2023</i>	Subject to subclause 10(4), a retailer or electricity marketing agent must obtain the customer's verifiable confirmation that the specified information in subclause 10(2) has been provided.	4	From review of documentation, the audit confirmed that the customers' consent was obtained to confirm the required information has been given in the introductory pack. The customer consent is checked prior to processing the contract. This obligation is documented in the <i>Business Account Consultant Script – Small Use Electricity Acquisition Voice Signature procedure</i> , <i>Supply Agreement/Contract procedure</i> and the non-standard contract.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
137	Condition 6.3.1	Code of Conduct Clause 11(2) <i>Amended 20 Feb. 2023</i>	A retailer or electricity marketing agent must provide contact details, including their telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business hours for the purposes of enquiries, verifications and complaints.	4	The contact details of Alinta are published on the website, and in the Electricity Customer Service Charter and contract provided to the customer. The audit confirmed that customers were able to contact Alinta during normal business hours of 9am to 5pm weekdays. There is also a 24-hour emergency number to Western Power that was available during the audit period. The information is documented in the <i>Supply Agreement/Contract procedure</i> and the non-standard contract (and standard contract).	A	1
138	Condition 6.3.1	Code of Conduct Clause 12(1) <i>Amended 20 Feb. 2023</i>	A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 12(1).	4	The Team Leader, Sales Operations confirmed that the specified contact numbers would be provided upon request from a customer. The information is documented in the <i>Supply Agreement/Contract procedure</i> and the non-standard contract (and standard contract).	A	1
139	Condition 6.3.1	Code of Conduct Clause 12(2) <i>Amended 20 Feb. 2023</i>	A retailer or electricity marketing agent who meets with a customer face to face must: <ul style="list-style-type: none"> display a clearly visible and legible identity card showing the information specified in subclause 12(2)(a); and provide the written information specified in subclause 12(2)(b) as soon as 	4	The Team Leader, Sales Operations confirmed there have been some visits to premises for the purposes of marketing in the audit period. If there was any contact at the Perth Office, the employee would have an identity card. The audit confirmed that Accounts Managers have marketing IDs and business cards which they carry with them at all times, including visits to premises.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			practicable following a request by the customer.		The requirements for identification and the information to be provided in writing are included in the staff training programme.		
140	Condition 6.3.1	Code of Conduct Clause 13	A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clearly visible signs indicating that canvassing is not permitted at the premises, or no advertising is to be left at the premises.	4	<p>The obligation for employees to comply with any clearly visible signs that indicate that canvassing is not permitted, or that no advertising material is to be left at the premises is included and made apparent to Alinta employees upon conducting this training.</p> <p>The Team Leader, Sales Operations confirmed that employees complied with any signs at a person's premises. There were no complaints received in the audit period.</p> <p>The requirements for identification are included in the staff training programme.</p>	A	1
141	Condition 6.3.1	Code of Conduct, clause 2.9 <i>To Jan. 2022</i>	An electricity marketing agent must keep a record of complaints from customers or persons who are contacted by, or on behalf of, the electricity marketing agent for the purposes of marketing; and provide the electricity ombudsman with all of the information that it has relating to a complaint, within 28 days of receiving a request for that information.	4	The Team Leader, Sales Operations confirmed they have not used any electricity marketing agents in the audit period.	NP	NR
142	Condition 6.3.1	Code of Conduct, clause 2.10 <i>To Jan. 2022</i>	An electricity marketing agent must keep a record, or other information, required under the Code for at least 2 years after the last time that a customer	4	The Team Leader, Sales Operations confirmed they have not used any electricity marketing agents in the audit period	NP	NR

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			or person was contacted by, or on behalf of, the electricity marketing agent, or after receipt of the last contact from, or on behalf of, the electricity marketing agent, whichever is later.				
CONNECTION							
143	Condition 6.3.1	Code of Conduct Clause 18(1) <i>Amended 20 Feb. 2023</i>	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 distributor.	4	The audit confirmed that customer requests for electricity supply are forwarded to the distributor, Western Power, There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections procedure</i> .	A	1
144	Condition 6.3.1	Code of Conduct Clause 18(2) <i>Amended 20 Feb. 2023</i>	A retailer must forward the customer's request for the Connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.	4	From review of the Complaints Register, there have been no complaints in the audit period from customers associated with new connection requests not being submitted in a timely manner. The process is documented in the <i>New Customer – CRM sales process</i> and the <i>New Connections procedure</i> .	A	1

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BILLING							
145	Condition 6.3.1	Code of Conduct Clause 19.1 <i>Amended 20 Feb. 2023</i>	A retailer must issue a bill, at least once every 100 days except for the circumstances specified in subclause 19(2).	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days. Customers with multiple sites/meters will still receive only one bill, despite meter reading data (possibly) being received several times each month. Review a sample of 20 invoices over the audit period confirmed compliance. The control is that bills are reviewed prior to issue as per the billing process documented in the <i>Billing Work Instructions – Gentrack</i> .	A	1
146	Condition 6.3.1	Code of Conduct Clause 4.2(1) <i>To 19 Feb. 2023</i>	For the purposes of subclause 4.1(a)(ii), a retailer has given a customer notice if, prior to placing a customer on a shortened billing cycle, the retailer advises the customer of the information specified in subclause 4.2(1).	4	The Manager, C&I Billing confirmed there were no instances of customers being placed on a shortened billing other than at their request.	NP	NR
146A	Condition 6.3.1	Code of Conduct Clause 20(1) <i>From 20 Feb. 2023</i>	A retailer must not place a customer on a shortened billing cycle unless subclause 20(2) applies.	4	The Manager, C&I Billing confirmed there were no instances of customers being placed on a shortened billing other than at their request.	NP	NR
148	Condition 6.3.1	Code of Conduct Clause 20(3)	A retailer must give a customer notice with the information specified in 20(3) within 10 business days after placing the customer on a shortened billing cycle under subclause 20(2)..	4	The Manager, C&I Billing confirmed there were no instances of customers being placed on a shortened billing other than at their request.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
		<i>Amended 20 Feb. 2023</i>					
149	Condition 6.3.1	Code of Conduct Clause 20(4) <i>Amended 20 Feb. 2023</i>	A retailer must ensure that a shortened billing cycle under subclause 20(2) must be at least 10 business days.	4	The audit reviewed a sample of 20 customer invoices issued over the audit period and confirmed compliance with billing obligations, including cycle length requirements. The control is that bills are reviewed prior to issue as per the billing process documented in the <i>Billing Work Instructions – Gentrack</i> .	A	1
150	Condition 6.3.1	Code of Conduct Clause 20(5) <i>Amended 20 Feb. 2023</i>	On request, a retailer must return a customer who is subject to a shortened billing cycle under subclause 20(2), to the billing cycle that previously applied if the customer has paid 3 consecutive bills by the due date.	4	The Manager, C&I Billing confirmed there were no instances of customers being placed on a shortened billing other than at their request.	NP	NR
151	Condition 6.3.1	Code of Conduct Clause 20(6) <i>Amended 20 Feb. 2023</i>	A retailer must inform a customer, who is subject to a shortened billing cycle under subclause 20(2), at least every 3 months about the conditions upon which the customer can upon request be returned to the previous billing cycle under subclause 20(6).	4	The Manager, C&I Billing confirmed there were no instances of customers being placed on a shortened billing other than at their request.	NP	NR
152	Condition 6.3.1	Code of Conduct Clause 4.3(1) <i>To 19 Feb. 2023</i>	Notwithstanding clause 4.1, on receipt of a request by a customer, a retailer may provide the customer with a bill that reflects a bill-smoothing arrangement with respect to any 12-month period.	4	The Manager, C&I Billing confirmed that no customer requests for a bill smoothing arrangement were received over the audit period.	NP	NR

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153	Condition 6.3.1	Code of Conduct Clause 4.3(2) <i>To 19 Feb. 2023</i>	If a retailer provides a customer with a bill under a bill smoothing arrangement, the retailer must ensure that the conditions specified in subclause 4.3(2) are met.	4	The Manager, C&I Billing confirmed that no customer requests for a bill smoothing arrangement were received over the audit period.	NP	NR
154	Condition 6.3.1	Code of Conduct Clause 4.4 <i>To 19 Feb. 2023</i>	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.	4	The audit confirmed by review of a sample of 20 customer invoices in the audit period that bills are sent to the supply address, PO box nominated or email address. This obligation is documented in the Non-Standard Contract Terms and Conditions.	A	1
155	Condition 6.3.1	Code of Conduct Clause 4.5(1) <i>To 19 Feb. 2023</i>	A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.	4	A review of a sample of 20 customer invoices in the audit period confirmed that the minimum required information has been included. As Alinta does not supply electricity to residential customers, concessions are not applicable and therefore not referenced on customer bills. The prescribed billing information, including concession details (if applicable), is documented in the <i>Electricity Customer Service Charter</i> .	A	1
155A	Condition 6.3.1	Code of Conduct Clause 21(1) <i>From 20 Feb. 2023</i>	In addition to any information required to be included on a customer's bill under another provision of this code, a retailer must include the information set out in subclauses 21(2), (3), (4), (5) and (6).	4	A review of a sample of 20 customer invoices in the audit period confirmed that the required information has been included. There is no graph or bar chart showing the amount due or consumption for the period compared with the previous bill and the bill for the same period last year, as it is not required for "Collective	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					customers". All Alinta customers are collective customers. The control is that bills are produced in Gentrack as per the billing process documented in the <i>Billing Work Instructions – Gentrack</i> .		
156	Condition 6.3.1	Code of Conduct Clause 21(9) <i>Amended 20 Feb. 2023</i>	If a retailer wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, no later than the next bill in the customer's billing cycle.	4	The audit confirmed from review of a sample of 20 customer invoices that customers with historical debt are advised of this on each bill. The required information is part of the standard billing templates. This obligation is documented in the Non-Standard Contract Terms and Conditions.	A	1
157	Condition 6.3.1	Code of Conduct Clause 4.6 <i>To 19 Feb. 2023</i>	Subject to clauses 4.3 and 4.8, a retailer must base a customer's bill on the following: <ul style="list-style-type: none"> the distributor's or metering agent's reading of the meter at the customer's supply address; the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or if the connection point is a Type 7 connection point, the procedure is set out in the metrology procedure or Metering Code, or as set out in any applicable law. 	4	The audit confirmed by review of a sample of 20 customer invoices that they include the required information on the meter reading or reference to any estimated billings based on estimated meter readings provided by Western Power. This is an automated process based on the data extracted from the WP data file and the flag on an account/billing.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
157A	Condition 6.3.1	Code of Conduct Clause 22(1) <i>From 20 Feb. 2023</i>	A retailer must base a customer's bill on the criteria specified in 22(1).	4	The audit confirmed by review of a sample of 20 customer invoices that they include the required information on the meter reading or reference to any estimated billings based on estimated meter readings provided by Western Power. This is an automated process based on the data extracted from the WP data file and the flag on an account/billing.	A	1
157B	Condition 6.3.1	Code of Conduct Clause 22(2) <i>From 20 Feb. 2023</i>	A bill will be taken to comply with subclause 21(1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the retailer and the customer.	4	The audit confirmed by review of a sample of 20 customer invoices that they include the required information on the meter reading or reference to any estimated billings based on estimated meter readings provided by Western Power. This is an automated process based on the data extracted from the WP data file and the flag on an account/billing.	A	1
158	Condition 6.3.1	Code of Conduct Clause 22(3) <i>Amended 20 Feb. 2023</i>	.If a retailer is required to comply with subclause 22(1)(a), the a retailer must use its best endeavours to ensure that an actual value is obtained as frequently as required to prepare its bills.	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days. Automated meters provide ongoing meter readings which are provided by Western Power. The control is that bills are produced in Gentrack as per the billing process documented in the <i>Billing Work Instructions – Gentrack</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
158A	Condition 6.3.1	Code of Conduct Clause 22(4) <i>From 20 Feb. 2023</i>	The retailer must ensure that the customer is provided with a written record of any method agreed between the retailer and the customer under subclause 22(1)(c)	4	The audit confirmed by review of the standard contract and non-standard contract terms and conditions that they provide a written record of the billing method agreed with the customer. The control is the Non-Standard Contract terms and conditions.	A	1
159	Condition 6.3.1	Code of Conduct Clause 4.8(1) <i>To 19 Feb. 2023</i>	If a retailer is unable to reasonably base a bill on a reading of the meter, a retailer must give the customer an estimated bill.	4	The audit confirmed by review of an example of an estimated invoice that it includes reference to any estimated billings based on estimated meter readings provided by Western Power. The control is that bills are produced in Gentrack as per the billing process documented in the <i>Billing Work Instructions – Gentrack</i> .	A	1
160	Condition 6.3.1	Code of Conduct Clause 23(1) <i>Amended 20 Feb. 2023</i>	A retailer has based a customer's bill on an estimate, a retailer must clearly specify on the bill the information required under subclause 23(1).	4	The audit confirmed by review of an example of an estimated invoice that it includes reference to any estimated billings based on estimated meter readings provided by Western Power. The control is that bills are produced in Gentrack as per the billing process documented in the <i>Billing Work Instructions – Gentrack</i> .	A	1
161	Condition 6.3.1	Clause 23(2) <i>Amended 20 Feb. 2023</i>	On request, a retailer must provide a customer of the basis and the reason for the estimation.	4	The audit noted that the process is that a customer contacts either the Sales or Billing Team for information. Providing the information is available to Alinta on the WP Portal, the reason for estimation can be	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					provided to the customer. Western Power is not required to update the information frequently, so if there is no reason given in the WP Portal, the Billing team will calculate the estimation based on previous bills. This is generally communicated to the Account Manager, who will liaise with the customer. This has not occurred during the audit period. This obligation is stated in the <i>Electricity Customer Service Charter</i> and on the bills that include an estimated meter reading.		
162	Condition 6.3.1	Code of Conduct Clause 4.9 <i>To 19 Feb. 2023</i>	In accordance with clause 4.19, if a 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.	4	As Western Power replaces estimated meter readings with actuals, Alinta reflects this on customer bills with the necessary adjustments. This obligation is stated in the <i>Electricity Customer Service Charter</i> .	A	1
163	Condition 6.3.1	Code of Conduct Clause 24(2) <i>Amended 20 Feb. 2023</i>	If a customer satisfies the requirements specified in subclause 24(1), a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading.	4	As per obligation 162.	A	1
164	Condition 6.3.1	Code of Conduct Clause 4.11(1) <i>To 19 Feb. 2023</i>	If a customer requests the meter to be tested, and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so.	4	When a customer requests the meter to be tested they contact the Account Manager. The order is placed in B2B by the Billing team. The order is automatically updated in the WPP and a technician is sent to complete the work within the timeframe in Schedule 2	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					of the Service Level Agreement (SLA) held between Western Power and Alinta. The cost is determined by the SLA and is dependent on the type of test required and the locale of the customer. This obligation is included in the contract terms and conditions (Standard Form Contract and Non-Standard Form Contract).		
165	Condition 6.3.1	Code of Conduct Clause 4.11(2) <i>To 19 Feb. 2023</i>	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.	4	The audit noted from the Billing Team that there were instances of meter defects being reported and estimated bills being issued in the audit period. If the meter is found to be defective, the meter testing charge is refunded. This obligation is included in the contract terms and conditions (Standard Form Contract and Non-Standard Form Contract).	A	1
166	Condition 6.3.1	Code of Conduct Clause 25(2) <i>Amended 20 Feb. 2023</i>	If a retailer offers alternative tariffs and a customer meets the circumstances in subclause 25(1)(a) and (b), the retailer must transfer the customer to the other tariff within 10 business days of the customer satisfying subclause 25(1)(b).	4	The audit confirmed that Alinta does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract and in the Non-Standard Form Contract.	NP	NR
166A	Condition 6.3.1	Code of Conduct Clause 25(3) <i>From 20 Feb. 2023</i>	If a customer transfers from one tariff to another under clause 25, the effective date is as subscribed under subclause 25(3).	4	The audit confirmed that Alinta does not offer alternative tariffs. There is only one tariff offered in the Standard Contract and in the Non-Standard Contract.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
167	Condition 6.3.1	Code of Conduct Clause 26(2) <i>Amended 20 Feb. 2023</i>	If a customer is no longer eligible to receive a tariff, a retailer must notify the customer prior to changing the customer to another tariff.	4	The audit noted that Alinta does not offer alternative tariffs	NP	NR
168	Condition 6.3.1	Code of Conduct Clause 4.14(1) <i>To 19 Feb. 2023</i>	If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request.	4	The audit confirmed from review of an example of a final bill, that final bills are issued in accordance with the customers' request. This is documented in the contract terms and conditions.	A	1
169	Condition 6.3.1	Code of Conduct Clause 4.14(2) <i>To 19 Feb. 2023</i>	Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time.	4	From process review, the audit confirmed that if a customer's account is in credit at the time of closure, the customer can specify the method of receiving the credit. If a customer does not specify how they want to receive the credit and they reconnect with Alinta at a later date, the credit is automatically rolled over to the new account. The credit will be actioned as requested by the customer, within 12 business days or other time agreed with the customer. There have been instances in the audit period. If an account is closed with an outstanding debt and credit present, the customer does not have the option to receive the credit as a cheque or bank transfer. The credit will be offset against the debt. The customer will be informed by a member of the Credits and Payments team of the	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					credit offset and will receive a written notice via their preferred billing method (email or posted letter). The procedure is documented in the <i>Work Instruction – Request a Refund</i> .		
170	Condition 6.3.1	Code of Conduct Clause 4.14(3) <i>To 19 Feb. 2023</i>	If a customer's account is in credit at the time of account closure and the customer owes a debt to a retailer, the retailer may use that credit to offset the debt owed to the retailer by giving the customer written notice. If any amount remains after the set off, the retailer must ask the customer for instructions to transfer the remaining amount in accordance with subclause 4.14(2).	4	As per Obligation 169	A	1
171	Condition 6.3.1	Code of Conduct Clause 27(1) <i>Amended 20 Feb. 2023</i>	If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill on request by the customer, subject to the customer paying: <ul style="list-style-type: none"> that portion of the bill under review that the customer and the retailer agree is not in dispute. an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute). 	4	The Manager, C&I Billing confirmed that bill reviews for small use customers have been completed when requested. The audit reviewed an example of a bill review and confirmed they were actioned. This procedure is documented in the contract terms and conditions and the <i>Account Enquiries procedure</i> .	A	1
172	Condition 6.3.1	Code of Conduct, Clause 27(2)	If a retailer has reviewed a customer's bill and is satisfied that the bill is correct,	4	The Manager, C&I Billing confirmed that bill reviews for small use customers have been completed when requested. The audit	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
		<i>Amended 20 Feb. 2023</i>	the retailer may require the customer to pay the outstanding amount(if any). The retailer must advise the customer that the customer may request for a meter test and also the existence and operation of the retailer's standard complaints and dispute resolution procedures and details about making a complaint to the electricity industry ombudsman.		reviewed an example of a bill review and confirmed the customer was advised re a meter test where applicable to the matter and/or the Alinta complaints process and the Ombudsman. The right of a customer to obtain a meter test/dispute resolution is covered under the contract, including both internal and external complaint handling details.		
173	Condition 6.3.1	Code of Conduct Clause 27(2)(b) <i>Amended 20 Feb. 2023</i>	If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must comply with clause 29 or 30 as the case requires and may require the customer to pay the amount (if any) of the bill that is outstanding.	4	The audit reviewed 5 customer complaints requiring bill review in the audit period and confirmed that where the bill was incorrect, an adjustment was made. This procedure is documented in the contract terms and conditions and the <i>Complaints procedures</i> .	A	1
174	Condition 6.3.1	Code of Conduct Clause 27(3) <i>Amended 20 Feb. 2023</i>	A retailer must inform a customer of the outcome of the review of a bill as soon as practicable after it is completed. .	4	The audit reviewed 5 customer complaints requiring bill review and confirmed that the customer was informed of the outcome as soon as practicable. This procedure is documented in the contract terms and conditions. The complaints compliance and reporting is documented in the <i>Complaints procedures</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
175	Condition 6.3.1	Code of Conduct, Clause 27(4) <i>Amended 20 Feb. 2023</i>	If a retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must notify the customer with notification of the status of the review as soon as practicable after the expiration of that period. .	4	The audit confirmed that complaints are recorded and tracked in the CRM system. The required timeframes are stated in the complaints information on the Alinta website, as follows: "We'll acknowledge your enquiry or written complaint within 2 business days of receiving it. And we'll do our best to get back to you via your preferred contact method with an answer or solution within 7 business days. If we need more time, we'll be in touch to tell you when you can expect to hear from us. We'll also confirm how frequently you'd like to be updated. Once you've received our answer or solution, please let us know within 10 business days if you're not satisfied with it. If we don't hear back from you by then, we'll assume you're satisfied with the outcome." The complaints compliance and reporting process is documented in the <i>Complaints Management Framework (March 2024)</i> .	A	1
175A	Condition 6.3.1	Code of Conduct Clause 28(1) <i>From 20 Feb. 2023</i>	If a customer, after receiving a bill, requests that the energy data be checked or the meter be tested, the retailer must arrange for a check of the energy data or testing of the meter (as the case requires).	4	The C&I Functional Lead confirmed there were 2 meter test request in the audit period. One confirmed the meter reading was accurate and the other found the meter reading was correct but there was a billing discrepancy that was promptly rectified. This procedure is documented in the contract terms and conditions.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
175B	Condition 6.3.1	Code of Conduct Clause 28(3) <i>From 20 Feb. 2023</i>	If the energy data is checked and found to be incorrect or the meter is tested and found to be defective, the retailer must refund any payment made under subclause 28(2).	4	As noted in obligation 175A, there were no meter readings found to be incorrect. This procedure is documented in the contract terms and conditions.	A	NR
176	Condition 6.3.1	Code of Conduct, Clause 29(1) <i>Amended 20 Feb. 2023</i>	If a retailer proposes to recover an amount undercharged as a result of an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), a retailer must do so in the manner specified in subclause 29(1).	4	If a customer has been undercharged on their bill, they will be contacted by a member of the Billing team once the discovery is made. The customer can decide how they wish to have the bill reissued, or if they prefer an adjustment on their next bill. The audit reviewed an example of a customer undercharge and confirmed the correcting payment was in accordance with the requirements. This procedure is documented in the contract terms and conditions and the <i>Account Enquiries procedure</i> .	A	1
177	Condition 6.3.1	Code of Conduct, Clause 30(1) <i>Amended 20 Feb. 2023</i>	If a customer (including a customer who has vacated the supply address) has been overcharged the retailer must: <ul style="list-style-type: none"> use its best endeavours to inform the customer of the amount overcharged within 10 business days after the retailer becomes aware of the overcharging, and subject to this clause ask the customer for instructions for the credit or repayment of the amount 	4	If a customer has been overcharged on their bill, they will be contacted by a member of the Billing team once the discovery is made. The customer can decide the payment method or refund or if they prefer an adjustment on their next bill. The audit reviewed an example of a customer overcharge and confirmed the correcting adjustment was in accordance with the requirements. The customer raised the overcharge as a query to Alinta and the	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					customer was contacted within 10 business days. This procedure is documented in the contract terms and conditions and the <i>Account Enquiries procedure</i> .		
178	Condition 6.3.1	Code of Conduct Clause 30(2) <i>Amended 20 Feb. 2023</i>	A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions. If a retailer receives instruction under subclause 30(1), the retailer must deal with the amount overcharged in accordance with the customer's instructions within 12 business days after receiving the instructions.	4	As per obligation 177.	A	1
179	Condition 6.3.1	Code of Conduct Clause 30(3) <i>Amended 20 Feb. 2023</i>	If a retailer does not receive instructions under subclause 30(1) within 5 business days after making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's next bill.	4	When a customer is contacted regarding a credit, they will be notified multiple times by their dedicated Account Manager within 5 business days. The audit confirmed that if instructions are not received within 5 business days of Alinta's request, they will credit the amount overcharged to the customer's account. This procedure is documented in the contract terms and conditions and the <i>Account Enquiries procedure</i> .	A	1
180	Condition 6.3.1	Code of Conduct Clause 4.18(6)	Where the amount overcharged is less than \$100, a retailer may proceed to	4	If a customer has been overcharged on their bill, regardless of the amount, they will be contacted by a member of the Billing team	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
		<i>To 19 Feb. 2023</i>	deal with the matter as outlined in subclause 4.18(6).		once the discovery is made. The customer can decide the payment method or refund or if they prefer an adjustment on their next bill. The audit reviewed an example of a customer overcharge and confirmed the correcting adjustment was in accordance with the requirements. This procedure is documented in the contract terms and conditions and the <i>Account Enquiries procedure</i> .		
181	Condition 6.3.1	Code of Conduct Clause 30(6) <i>Amended 20 Feb. 2023</i>	Despite subclauses 30(1) to (5), if a customer has been overcharged and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the amount overcharged to off-set the debt	4	As per obligation 180.	A	1
181B	Condition 6.3.1	Code of Conduct Clause 30(8) <i>From 20 Feb. 2023</i>	If there remains an amount in credit after a set-off under subclause 30(6), the retailer must deal with the amount in accordance with subclauses 30(1) to (4) (depending on the amount that remains in credit).	4	If a customer has been overcharged on their bill, regardless of the amount, they will be contacted by a member of the Billing team once the discovery is made. The customer can decide the payment method or refund or if they prefer an adjustment on their next bill. The audit reviewed an example of a customer overcharge and confirmed the correcting adjustment was in accordance with the requirements. This procedure is documented in the <i>Work Instruction – Request a Refund</i> and the contract terms and conditions.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
182	Condition 6.3.1	Code of Conduct Clause 4.19(1) <i>To 19 Feb. 2023</i>	If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of a customer, the retailer must comply with the requirements specified in subclause 4.19(1).	4	The audit confirmed that recovery of undercharged amounts during the audit period is compliant with this obligation. This procedure is documented in the contract terms and conditions.	A	1
183	Condition 6.3.1	Code of Conduct Clause 4.19(2) <i>To 19 Feb. 2023</i>	If the meter is read under either clause 4.6 or clause 4.3(2)(d), and the amount of the adjustment is an amount owing to the customer, the retailer must: <ul style="list-style-type: none"> • use its best endeavours to inform the customer within 10 business days; and • subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount. 	4	As Western Power replaces estimated meter readings with actuals, Alinta reflects this on customer bills with the necessary adjustments. The adjustment process is the same as the customer refund process noted in obligations 177, 178 and 181. This procedure is documented in the contract terms and conditions.	A	1
183A	Condition 6.3.1	Code of Conduct Clause 31(1) <i>From 20 Feb. 2023</i>	If a customer requests the retailer to arrange for the preparation and issue of a final bill for the customer's supply address, the retailer must use its best endeavours to arrange for a meter reading and the preparation and issue of a final bill for the supply address in accordance with the customer's request.	4	The audit confirmed that any customer request for a final bill is entered into Gentrack and a final meter reading is obtained from Western Power that is applied in the final invoice and issued to the customer. This procedure is documented in the contract terms and conditions.	A	1
183B	Condition 6.3.1	Code of Conduct Clause 31(2) <i>From 20 Feb. 2023</i>	Unless subclause 31(4) applies, if a customer's account is in credit at the time of the account closure, a retailer must, at the time of the final bill, ask the customer for instructions to transfer the	4	From process review, the audit confirmed that if a customer's account is in credit at the time of closure, the customer can specify the method of receiving the credit. If a customer does not specify how they want to receive the	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			credit amount either to another account the customer has or will have with the retailer, or a bank account nominated by the customer.		credit and they reconnect with Alinta at a later date, the credit is automatically rolled over to the new account. The credit will be actioned as requested by the customer, within 5 business days or other time agreed with the customer. There have been instances in the audit period. The customer will be informed by a member of the Credits and Payments team of the credit offset and will receive a written notice via their preferred billing method (email or posted letter). This procedure is documented in the <i>Work Instruction – Request a Refund</i> and the contract terms and conditions.		
183C	Condition 6.3.1	Code of Conduct Clause 31(3) <i>From 20 Feb. 2023</i>	The retailer must, in accordance with the customer's instructions under subclause 31(2), transfer the amount of the credit within 12 business days after receiving the instructions or another period agreed with the customer.	4	The Manager – C&I Billing confirmed that any request for transfer of credit balances are actioned within 5 business days. This procedure is documented in the <i>Work Instruction – Request a Refund</i> and the contract terms and conditions.	A	1
183D	Condition 6.3.1	Code of Conduct Clause 31(4) <i>From 20 Feb. 2023</i>	If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the credit to set-off the debt.	4	The Manager – C&I Billing confirmed that if a n account is in credit at the time of account closure and the customer owes a debt to Alinta, email notice will be given to the customer and the credit used to offset the debit balance. This procedure is documented in the <i>Work Instruction – Request a Refund</i> and the contract terms and conditions.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
183E	Condition 6.3.1	Code of Conduct Clause 31(5) <i>From 20 Feb. 2023</i>	If after a set-off under subclause 31(4), there remains an amount of credit, the retailer must deal with the amount in accordance with subclauses (2) and (3).	4	The Manager – C&I Billing confirmed that any request for transfer of credit balances are actioned within 12 business days. This procedure is documented in the <i>Work Instruction – Request a Refund</i> and the contract terms and conditions.	A	1
184	Condition 6.3.1	Code of Conduct Clause 4.19(3) <i>To 19 Feb. 2023</i>	If a retailer receives instructions under subclause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	As Western Power replaces estimated meter readings with actuals, Alinta reflects this on customer bills with the necessary adjustments. The adjustment process is the same as the customer refund process noted in obligation 177, 178 and 181.	A	1
184A	Condition 6.3.1	Code of Conduct Clause 32(1) <i>From 20 Feb. 2023</i>	Despite any other arrangement or agreement that may be in place between the retailer and the customer in relation to paying bills, the retailer must allow the customer who has entered into a standard form contract to choose to receive bills, by post as paper bills or by email sent to an email address provided by the customer.	4	The standard contract includes the options to receive the invoice at the supply address, by email or to a postal address. As there are no residential customers on standard contracts, this obligation is not rated.	A	NR
185	Condition 6.3.1	Code of Conduct Clause 4.19(4) <i>To 19 Feb. 2023</i>	If a retailer does not receive instructions under subclause 4.19(2), within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.	4	When a customer is contacted regarding a credit, they will be notified multiple times by their dedicated Account Manager within the 5 business days. The audit confirmed that if instructions are not received within 5 business days of Alinta's request, they will credit the amount overcharged to the customer's account.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					This procedure is documented in the <i>Work Instruction – Request a Refund</i> and the contract terms and conditions.		
186	Condition 6.3.1	Code of Conduct Clause 4.19(5) <i>To 19 Feb. 2023</i>	A retailer may, after notifying the customer in writing, use an amount of an adjustment to set off that customer's debt owed to the retailer, provided that the customer is not a residential customer in payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with that amount in accordance with subclause 4.19(2) or, if the amount is less than \$100, subclause 4.19(5).	4	As per obligation 185.	A	1
PAYMENT							
187	Condition 6.3.1	Code of Conduct Clause 33 <i>Amended 20 Feb. 2023</i>	The date by which a bill must be paid must not be earlier than 12 business days from the bill issue date.	4	The audit confirmed by review of a sample of 20 customer invoices in the audit period that the due date on the bill is at least 12 business days from the date issued (all bills have a due date of 14 days from date issued). This obligation is documented in the contract terms and conditions. The control is that bills are produced in Gentrack as per the billing process documented in the <i>Billing Work Instructions – Gentrack</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
188	Condition 6.3.1	Code of Conduct Clause 34 <i>Amended 20 Feb. 2023</i>	A retailer must accept payment for a bill prescribed in subclause 34(1)	4	<p>Through review of Alinta's website and a sample of 20 invoices issued, the audit confirmed that payment options available to customers include:</p> <ul style="list-style-type: none"> • In person at a payment outlet located within the Local Government District of the customers supply address; • by mail in the form of cheque; • Online by BPay or Credit Card; and • Telephone by means of credit card or debit card. <p>As there are no residential customers, the Centrepay option is not applicable. This obligation is documented in the <i>Electricity Customer Service Charter</i> and the individual bills.</p>	A	1
189	Condition 6.3.1	Code of Conduct Clause 5.3 <i>To 19 Feb. 2023</i>	Prior to commencing a direct debit facility, a retailer must obtain a customer's verifiable consent and agree with the customer the date of commencement of the facility and the frequency of the direct debits.	4	<p>The Manager C&I Billing confirmed that Alinta did not offer payment by direct debit in the audit period. This is also not included in the payment methods stated in the <i>Electricity Customer Service Charter</i>.</p>	NP	NR
190	Condition 6.3.1	Code of Conduct Clause 35(1), (2) and (3) <i>Amended 20 Feb. 2023</i>	A retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. The amount of \$20 is the minimum amount that a retailer will is required to accept	4	The audit confirmed no customers have requested Alinta to receive payments in advance over the audit period.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			from a customer (although a retailer may accept lower amount if it thinks fit).				
190A	Condition 6.3.1	Code of Conduct Clause 35 (4), (5) and (6) <i>From 20 Feb. 2023</i>	A retailer may determine an amount (a maximum credit amount) that a customer's account may be in credit and must publish the maximum credit amount on its website. The maximum credit amount must not be less than \$100.	4	The Head of Retail Compliance confirmed that Alinta does not set a maximum amount that a customer's account may be in credit (and not less than \$100). Therefore this obligation is Not Rated.	NP	NR
191A	Condition 6.3.1	Code of Conduct Clause 36 <i>From 20 Feb. 2023</i>	A retailer must redirect a customer's bill to a different address (including an email address or a different email address) on the customer's request and at no charge.	4	The Manager C&I Billing confirmed that any requests to redirect a bill to a different address are actioned at no charge. The procedure is documented in the <i>Work Instruction – Change of customer address or contact number</i> .	A	1
194	Condition 6.3.1	Code of Conduct Clause 37(4) <i>Amended 20 Feb. 2023</i>	A retailer must not charge an additional late payment fee in relation to the same bill within 5 business days after the day on which the customer receives the previous late payment fee notice.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR
197	Condition 6.3.1	Code of Conduct Clause 38(1) <i>Amended 20 Feb. 2023</i>	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 in subclause 38(1).	4	The audit confirmed that as soon as a customer advises Alinta, the Sales team are notified that the customer is vacating the address, they will place an order with the Billing team to finalise the account. Meter readings from the day of vacating the	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					premises, up until midnight, are used to calculate the final bill. Once the account is finalised, no further bills can be generated. There were no instances of Alinta requiring a customer to pay for electricity after being notified of vacating their supply address.		
198	Condition 6.3.1	Code of Conduct Clause 38(2) <i>Amended 20 Feb. 2023</i>	If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate the supply address, the retailer must not require the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer.	4	The audit confirmed that when a customer informs the Sales team of the eviction, they need to provide reasonable evidence of this to close the account. Alinta will not require a customer to pay for usage beyond the period of notice if the customer is forced to vacate the supply address and the customer notifies Alinta. There were no instances of customers being evicted or required to vacate a supply address over the audit period.	NP	NR
199	Condition 6.3.1	Code of Conduct Clause 38(4) <i>Amended 20 Feb. 2023</i>	Despite subclauses 38(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 38(4).	4	The audit noted that any or all payments for consumption are only recoverable from the commencement of the contract. Once a contract is established in Gentrack by the Sales Team, the system does not permit an amount to be billed to the previous customer of the same supply address. It has been confirmed that this has not occurred during the audit period. The <i>Electricity Customer Service Charter</i> requires at least 5 days prior notice from a customer vacating the supply address so that	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					the meter can be read and a final account issued. This also protects new customers.		
200	Condition 6.3.1	Code of Conduct Clause 39(1) <i>Amended 20 Feb. 2023</i>	A retailer must not commence proceedings to recover a debt from a residential customer who has informed the retailer in accordance with clause 40 that they are experiencing Payment problems, unless and until the retailer has complied with all the requirements of clause 40 and (if applicable) clause 40; and while a residential customer continues to make payments under an alternative payment arrangement under Part 6.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR
201	Condition 6.3.1	Code of Conduct Clause 39(2) <i>Amended 20 Feb. 2023</i>	A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.	4	The audit noted that after the account is closed, bills can no longer be generated for customers at the new supply address. After the new customer takes over the supply address, and Alinta is notified of the change in address, they will attempt to contact the previous owners to retrieve the debt. The supply address and NMI is changed to the new customer, and all debt is left on the previous account. As all debt is linked to the old account and not the supply address, the B2B system cannot generate new bills with the outstanding amount. As this is an	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					automated process, sample testing could not be completed due to system constraints. The control is that this is an automated process.		
201A	Condition 6.3.1	Code of Conduct Clause 39(3) <i>Amended 20 Feb. 2023</i>	A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, if the retailer obtains the other customer's verifiable consent to the transfer.	4	The audit confirmed that debts can be transferred, although it is not a common occurrence, each customer will be handled on a case by case basis by the Credits and Payments Manager.	NP	1
DISCONNECTION							
229	Condition 6.3.1	Code of Conduct Clause 48 <i>Amended 20 Feb. 2023</i>	Before arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a written notice (a reminder notice), which contains the information specified in subclause 48(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 48(1)(c).	4	The audit confirmed by review of an example of a disconnection warning notice that notice is also given via email communication to the Credits and Payments Manager and the Account Manager to follow-up with the customer. The notice included Alinta's telephone number for billing and payment enquiries and how Alinta may assist with any payment problems. Please The obligation is documented in the <i>Gentrack – Disconnection Work Instruction</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
230	Condition 6.3.1	Code of Conduct Clause 49(a) <i>Amended 20 Feb. 2023</i>	A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 49(a)	4	The C&I Credit Manager confirmed that Alinta did not complete any disconnections of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 49(a). The obligation is documented in the <i>Gentrack – Disconnection Work Instruction</i> .	A	NR
231	Condition 6.3.1	Code of Conduct Clause 50(2) <i>Amended 20 Feb. 2023</i>	A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill within 15 business days from the date of disconnection of that customer's gas supply when the circumstances specified in subclause 50(1)(a) apply.	4	The Manager C&I Billing confirmed that Alinta did not use dual fuel contracts during the audit period.	NP	NR
232	Condition 6.3.1	Code of Conduct Clause 51(2) <i>Amended 20 Feb. 2023</i>	If the conditions specified in subclause 51(1) are satisfied, a retailer may arrange for the disconnection of a customer's supply address for denying access to the meter..	4	The audit confirmed that if a customer denies access to a meter, the reasoning is recorded in Gentrack. Alinta has not disconnected a customer for denying access to a meter. Alinta did not report any disconnections for denying access to the meter during the audit period. This obligation is documented in the <i>Gentrack – Disconnection Work Instruction</i> .	A	NR
232A	Condition 6.3.1	Code of Conduct, clause 51(4) <i>From 20 Feb. 2023</i>	A retailer may arrange for the disconnection of a customer's supply address if the customer has not provided the safe access to the customer's supply address for the purposes of testing, maintaining, inspecting, altering or replacing a meter,	4	The audit confirmed that there were no instances of disconnection due to not providing safe access to the customer's supply address. The customer's supply address is not to be disconnected until all required communication has been made regarding the cause of disconnection.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			or checking the accuracy of the customer's consumption at the supply address.		The prohibitions on disconnection are documented in the <i>Gentrack – Disconnection Work Instruction</i> and the Electricity Customer Service Charter.		
234	Condition 6.3.1	Code of Conduct, clause 52 <i>From 20 Feb. 2023</i>	Subject to subclause 52(3), a retailer or distributor must comply with the limitations specified in subclauses 52(1)-(2) when arranging for disconnection or disconnecting a customer's supply address	2	<p>The C&I Credit Manager confirmed that Alinta did not complete any disconnections of a customer's supply address in the audit period.</p> <p>The audit confirmed that a customer's supply address is not to be disconnected until all required communication has been made regarding the cause of disconnection. The audit confirmed by review of an example of a disconnection warning notice that notice is also given via email communication to the Credits and Payments Manager and the Account Manager to follow-up with the customer. The notice included Alinta's telephone number for billing and payment enquiries and how Alinta may assist with any payment problems.</p> <p>As the prohibitions on disconnection are documented in the <i>Gentrack – Disconnection Work Instruction</i> and the Electricity Customer Service Charter.</p>	A	NR
235	Condition 6.3.1	Code of Conduct Clause 7.7(1) <i>To 19 Feb.2023</i>	If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support	2	The audit confirmed that the default selection of a non-standard contract details that customer requires life support, unless otherwise indicated on the form. The customer needs to specifically indicate 'No'	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			equipment, the retailer must comply with subclause 7.7(1).		<p>on the life support applicability to advise Alinta that they do not require life support.</p> <p>If they do require life support, they will be contacted to fill out a Life Support Equipment Registration Form. Once complete the customer's contact details will be registered as a life support equipment address on the Alinta Energy Life Support database within Gentrack. The audit also sighted the Life Support Register that listed 20 customers. The primary database is the Gentrack system.</p> <p>There is no such box for Standard Form Contracts Alinta relies on the customer to provide this information if it's required for a Standard Form Contract. The audit also confirmed by review of the Life Support Equipment Register that there are no customers on Standard Form Contracts.</p> <p>If customers want to register for Life Support Equipment after the non-standard contract is entered into, the process, they can submit a Life Support Equipment Registration Form to Alinta.</p> <p>The audit sighted the <i>Life Support Process</i> document (reviewed March 2025) that details the procedures.</p>		

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236	Condition 6.3.1	Code of Conduct Clause 7.7(2) <i>To 19 Feb.2023</i>	<p>If a customer registered with a retailer under subclause 7.7(1) notifies the retailer:</p> <ul style="list-style-type: none"> that the person requiring life support equipment is changing supply address; that the customer, but not the person requiring life support equipment, is changing supply address; of a change in contact details; or that the address no longer requires registration as life support equipment address, <p>the retailer must:</p> <ul style="list-style-type: none"> register the change; notify the customer's distributor of the change that same day (if the notification is received before 3pm on a business day) or no later than the next business day (if the notification is received after 3pm or on a Saturday, Sunday or public holiday); and continue to comply with subclause 7.7(1)(d) with respect to that customer's supply address. 	2	<p>The audit noted from review of the Life Support on WP Register that there were 20 customers with life support equipment registered.</p> <p>The <i>Life Support Process</i> document includes confirming for a change of address, that the supply address is not a life support registration.</p>	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
240	Condition 6.3.1	Code of Conduct Clause 7.7(6) <i>To 19 Feb. 2023</i>	A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the timeframe, manner and circumstances specified in subclause 7.7(6).	2	The audit confirmed the life support equipment registration is being maintained in the Gentrack system. The audit confirmed the responsibilities and procedures are documented in the <i>Life Support Process</i> document and the <i>Gentrack – Disconnection Work Instruction</i> .	A	1
241	Condition 6.3.1	Code of Conduct Clause 7.7(7) <i>To 19 Feb. 2023</i>	A retailer or a distributor must remove the customers' details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).	2	The audit confirmed that if Alinta becomes aware of the circumstances specified in subclause 7.7(7), (typically through notification from the customer), the Billing team will then change the customer's contact details and supply address as a life support equipment address on the Alinta Energy Life Support database within Gentrack that same day, if the confirmation is received before 3pm on a business day; or no later than the next business day, if the confirmation is received after 3pm or on a Saturday, Sunday or public holiday. Further, the Billing team will populate a csv file with a change to life support customer details and email this through to Western Power that same day, if the confirmation is received before 3pm on a business day; or no later than the next business day, if the confirmation is received after 3pm or on a Saturday, Sunday or public holiday. The procedures are documented in The <i>Life Support Process</i> document and the <i>Gentrack – Disconnection Work Instruction</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
RECONNECTION							
242	Condition 6.3.1	Code of Conduct Clause 53(2) <i>Amended 20 Feb. 2023</i>	A retailer must arrange to reconnect a customer's supply address if the customer rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer, makes a request for reconnection and pays the retailer's reasonable charges (if any) for reconnection, or enters into a payment plan for the charges.	4	The Commercial Credit Specialist confirmed there were no reconnections required as there were no disconnections in the audit period. The procedure is documented in the <i>Gentrack - Reconnections Work Instruction</i> .	A	NR
243	Condition 6.3.1	Code of Conduct Clause 53(3) <i>Amended 20 Feb. 2023</i>	A retailer must forward the request for reconnection to the distributor within the timeframes specified in subclause 53(3).	4	There have been no customer complaints related to a late reconnection. The Commercial Credit Specialist confirmed there were no physical reconnections required as there were no disconnections in the audit period. The procedure is documented in the <i>Gentrack - Reconnections Work Instruction</i> .	A	NR
INFORMATION & COMMUNICATION							
271D	Condition 6.3.1	Code of Conduct Clause 68(1) <i>From 20 Feb. 2023</i>	The retailer must publish on its website the information detailed in subclause 68(1).	4	The audit confirmed the required information is published on the Alinta website. This obligation is documented in the Compliance Obligations Register.	A	1
271E	Condition 6.3.1	Code of Conduct Clause 68(3) <i>From 20 Feb. 2023</i>	If a customer requests information of the kind referred to subclause 68(1) the retailer must refer the customer to the retailer's website or provide the	4	The C&I Functional Lead confirmed that any customer requests for information are provided by reference to the website or a copy is provided at no charge.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			information to the customer without charge.		This obligation is documented in the Compliance Obligations Register.		
271F	Condition 6.3.1	Code of Conduct Clause 68(4) <i>From 20 Feb. 2023</i>	If a customer requests a copy of information of the kind referred to in subclause 68(1), the retailer must provide a copy of the information to the customer without charge.	4	The C&I Functional Lead confirmed that any customer requests for information are provided by reference to the website or a copy is provided at no charge. This obligation is documented in the Compliance Obligations Register.	A	1
272	Condition 6.3.1	Code of Conduct Clause 10.1(1) <i>To 19 Feb. 2023</i>	A retailer must give notice of any variations in its tariffs, fees and charges, to each of its customers affected by the variation no later than the next bill in the customer's billing cycle.	4	The Manager C&I Billing confirmed that notice of any variations in tariffs, fees or charges are provided to customers no later than the next bill in the billing cycle. Any pricing changes are stated in the non-standard contract. This obligation is documented in the Compliance Obligations Register.	A	1
273	Condition 6.3.1	Code of Conduct Clause 69 <i>Amended 20 Feb. 2023</i>	On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees or charges, including any alternative tariffs that may be available to that customer.	4	From review of the complaints in the audit period, there have been requests for tariff information in the audit period. The Manager C&I Billing confirmed that this information is provided upon request and free of charge. Tariff information is specified in the non-standard contract terms and conditions.	A	1

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273A	Condition 6.3.1	Code of Conduct, clause 70(1), (2) and (3) <i>From 20 Feb. 2023</i>	If a customer's tariffs, fees or charges are regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer no later than the next bill in the customer's billing cycle.	4	The Manager C&I Billing confirmed that notice of any variations in tariffs, fees or charges are provided to customers no later than the next bill in the billing cycle. Any pricing changes are stated in the non-standard contract.	A	1
274	Condition 6.3.1	Code of Conduct Clause 10.1(3) <i>To 19 Feb. 2023</i>	A retailer must give or make available to a customer the information requested on tariffs, fees and charges within 8 business days of the date of receipt and, if requested, provide the information in writing.	4	The Manager C&I Billing confirmed that this information is provided within 8 business days and if requested, in writing. Tariff information is specified in the non-standard contract terms and conditions.	A	1
274A	Condition 6.3.1	Code of Conduct, clause 70(2) <i>From 20 Feb. 2023</i>	If a customer's tariffs, fees or charges are not regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer in the manner specified in subclauses 71(3) and (4).	4	The 2022/23 Compliance Report to ERA reported a non-compliance when Alinta Energy's electricity prices for some customers changed on 1 July 2023. Impacted customers were sent advanced notice of the change. The notice sent to customers included general information regarding the 1 July 2023 price variation event and advised customers to contact their Alinta Energy Account Manager to discuss any discrete price changes. Any general pricing changes are also stated in the non-standard contract. However, the notice did not specifically reference the customer's tariffs, fees and charges prior to, and after, the price change event as required by:	B	2

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					<p>"Clause 71(4)(c) identify the customer's existing tariffs, fees or charges, inclusive of GST; and</p> <p>(d) identify the customer's tariffs, fees or charges as varied, inclusive of GST. "</p> <p>The Manager C&I Billing confirmed that a general notice of any variations in tariffs, fees or charges is provided to customers no later than 5 business days before the change comes in to effect. The audit sighted an example that stated "from 1 July 2025 your electricity prices and fees will change as set out in your contract with us. The rates will be adjusted in line with the CPI clause in your contract and you'll be able to see your new prices on your next bill after 1 July 2025."</p> <p>Alinta is working towards being able to provide individually tailored letters for future price change events. As a general notice was given in the audit period, this is considered a minor non-compliance.</p> <p>Recommendation 2/2025</p> <p><i>As planned, Alinta should amend the notice to customers of any variations in tariffs, fees or charges, including the new and existing tariff, fees or charges, to be provided to customers no later than 5 business days before the variation takes into effect.</i></p>		

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
280	Condition 6.3.1	Code of Conduct Clause 73 <i>Amended 20 Feb. 2023</i>	At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 or under any other written law, including the amount of the payment and the eligibility criteria for the payment.	4	The audit confirmed the information about service payments is included on each monthly invoice. This obligation is documented in the Compliance Obligations Register and the <i>Electricity Customer Service Charter</i> .	A	1
281	Condition 6.3.1	Code of Conduct Clause 10.4 <i>To 19 Feb. 2023</i>	On request and at no charge, a retailer must give, or make available to, a customer general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.	4	The audit confirmed that "Energy Saving Tips for Business" is available on the Alinta website and upon request. This obligation is documented in the Compliance Obligations Register.	A	1
282	Condition 6.3.1	Code of Conduct Clause 74	If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the distributor for a response.	4	The C&I Functional Lead confirmed that information would be given to customers free on request and on the same day of the request. The audit noted there have been instances where the customer has requested information relating to distribution by Western Power, and this has been provided. This is documented in the <i>Electricity Customer Service Charter</i>	A	1
290	Condition 6.3.1	Code of Conduct Clause 77	To the extent practicable, a retailer or distributor must 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,	4	The audit confirmed that the Electricity Customer Service Charter given to the customer and sighted in the audit, is clear, simple and concise and easy to understand. Other information provided to the customer and that is available on the website was	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			simple, concise language and in a format that is easy to understand.		reviewed and confirmed as being in a format that makes it easy to understand.		
291	Condition 6.3.1	Code of Conduct Clause 10.10(1) <i>To 19 Feb. 2023</i>	On request, a retailer and a distributor must inform a customer how to obtain a copy of the Code of Conduct.	4	The <i>Electricity Customer Service Charter</i> given to the customer and sighted in the audit, advises how customers can obtain a copy of the Electricity Code of Conduct. The Electricity Code of Conduct is on the Alinta website.	A	1
292	Condition 6.3.1	Code of Conduct Clause 10.10(2) <i>To 19 Feb. 2023</i>	A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.	3	The <i>Electricity Customer Service Charter</i> given to the customer and sighted in the audit advises how customers can obtain a copy of the Code of Conduct. The audit confirmed the Electricity Code of Conduct is available on the Alinta website. The previous audit noted that there was no electronic copy of the Electricity Customer Service Charter or the Code of Conduct available on the Alinta website. Alinta advised this occurred due to an upgrade of the website. As this was resolved in August 2021, there is no further recommendation.	A	1
297	Condition 6.3.1	Code of Conduct Clause 79(2)	On request, a retailer must advise a customer of the availability of different types of meters or refer the customer to the distributor for a response.	4	The C&I Functional Lead confirmed that no request was received by Alinta during the audit period.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
LIFE SUPPORT EQUIPMENT SCHEME							
297B	Condition 6.3.1	Code of Conduct Clause 82(2) <i>From 20 Feb. 2023</i>	If a customer provides the retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment, the retailer must, in accordance with the relevant standard, register the customer's supply address as a life support equipment address, register a person's contact details, as prescribed under subclause 82(6) in relation to the supply address and provide that information to the distributor.	2	The audit sighted an example of the life support registration that was included in the Life Support Register. This included registering the customer's supply address and contact details, and notifying Western Power. The procedures are documented in The <i>Life Support Process</i> document.	A	1
This 297C	Condition 6.3.1	Code of Conduct Clause 82(3) <i>From 20 Feb. 2023</i>	A retailer must provide the information detailed under subclause 82(3) to the customer within 5 days after registering the customer's supply address as a life support equipment address.	2	The audit sighted an example of the life support registration that was confirmed by email to the customer on the same day. The procedures are documented in The <i>Life Support Process</i> document.	A	1
297D	Condition 6.3.1	Code of Conduct Clause 82(5) <i>From 20 Feb. 2023</i>	If a customer, for a supply address registered under subclause 82(2), notifies the retailer that the person residing at the customer's supply address who requires life support equipment is changing supply address, or that the customer is changing supply address but not the person who requires life support equipment, or that there has been a change in contact details, then the retailer must, in	2	The C&I Functional Lead confirmed that any change of address or contact details would be actioned on the same day and notified to Western Power. The procedures are documented in The <i>Life Support Process</i> document.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			accordance with the relevant standard, a. register the change and b. provide a notification to the distributor of the change.				
297H	Condition 6.3.1	Code of Conduct Clause 85(1) <i>From 20 Feb. 2023</i>	A retailer must confirm periodically the information held in relation to the life-support equipment scheme is/has not changed in the manner prescribed under subclause 85(1).	2	The audit sighted an example of the annual confirmation sent to life support registered customers. This was confirmed by review of the Life Support Register which tracks the annual confirmation. The procedures are documented in The <i>Life Support Process</i> document.	A	1
297I	Condition 6.3.1	Code of Conduct Clause 85(2) <i>From 20 Feb. 2023</i>	A retailer must allow a customer at least 3 months to respond to the notice requesting confirmation of the information held in relation to the life-support equipment scheme and warn the customer of supply address de registration from the life-support equipment scheme and details of resulting de-registration as prescribed under subclause 85(2).	2	The C&I Functional Lead confirmed that customers are given up to 3 months to respond to the annual confirmation of life support registration. This was confirmed by review of the Life Support Register which tracks the annual confirmation. The procedures are documented in The <i>Life Support Process</i> document.	A	1
297J	Condition 6.3.1	Code of Conduct Clause 86(2) <i>From 20 Feb. 2023</i>	If a retailer is notified that a customer's supply address no longer requires registration as a life support equipment address, the retailer must de-register the address as prescribed in subclause 86(2).	2	The C&I Functional Lead confirmed that any request to de-register would be actioned. The procedures are documented in The <i>Life Support Process</i> document.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
297K	Condition 6.3.1	Code of Conduct Clause 86(3) and(4) <i>From 20 Feb. 2023</i>	If a customer fails to comply with a notice from the retailer under clause 85, in relation to a life support equipment address, within the period allowed under clause 85(2)(a), then the retailer must undertake action prescribed in subclauses 86(3) and 86(4).	2	The C&I Functional Lead confirmed that there were no failures to comply with the request for annual confirmation of life support registration. This was confirmed by review of the Life Support Register which tracks the annual confirmation. The procedures are documented in The <i>Life Support Process</i> document.	A	NR
297L	Condition 6.3.1	Code of Conduct Clause 86(6) <i>From 20 Feb. 2023</i>	A retailer must, when it de-registers a life support equipment address, provide the customer's distributor with a notification about the de-registration as detailed under subclause 86(6)	2	The C&I Functional Lead confirmed that any request to de-register are actioned and the information is provided to Western Power. The procedures are documented in The <i>Life Support Process</i> document.	A	1
297N	Condition 6.3.1	Code of Conduct Clause 86(8) <i>From 20 Feb. 2023</i>	Despite subclauses 86(1) to (7), a supply address must not be de-registered if the retailer is aware that another person residing at the supply address still requires life support equipment.	2	The C&I Functional Lead confirmed that any request to de-register are not actioned if another person residing at the supply address is registered on the Life Support Register. The procedures are documented in The <i>Life Support Process</i> document.	A	1
COMPLAINTS & DISPUTE RESOLUTION							
298	Condition 6.3.1	Code of Conduct Clause 87(1) <i>Amended 20 Feb. 2023</i>	Each retailer and distributor must develop, maintain and implement a standard complaint and dispute resolution procedure.	4	The audit confirmed the complaints process is documented in the <i>Complaints Management Policy (WA)</i> available on the Alinta website.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
299	Condition 6.3.1	Code of Conduct Clause 87(2) <i>Amended 20 Feb. 2023</i>	The standard complaints and dispute resolution procedure under subclause 87(1) must comply with the requirements specified in subclauses 87(2)(a), (b), (c) and (d).	4	The audit confirmed the complaints process documented in the <i>Complaints Management Policy (WA)</i> includes the required information.	A	1
299A	Condition 6.3.1	Code of Conduct Clause 87(3) <i>From 20 Feb. 2023</i>	The standard complaints and dispute resolution procedure must comply with AS/NZS 10002:2014.	4	The audit confirmed the complaints process documented in the <i>Complaints Management Policy (WA)</i> complies with AS/NZS 10002:2014 and this is stated in the Policy.	A	1
300	Condition 6.3.1	Code of Conduct Clause 12.1(3) <i>To 19 Feb. 2023</i>	A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).	4	The audit confirmed by review of the Alinta Energy Customer Complaints Register for electricity from 1 June 2021 to 31 May 2025 that all customers were advised of the outcome of the complaint. This obligation is included in the <i>Complaints Management (WA) Policy</i> .	A	1
301	Condition 6.3.1	Code of Conduct Clause 88	On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	4	The audit confirmed by review of the Alinta Energy Customer Complaints Register for electricity from 1 June 2021 to 31 May 2025 that all complaints were acknowledged within 10 business days and resolved within 20 business days.	A	1
301A	Condition 6.3.1	Code of Conduct Clause 89 <i>From 20 Feb. 2023</i>	A retailer or distributor must inform the customer of the outcome of a complaints process and, unless the customer has advised the retailer or distributor that the complaint has been resolved in a manner acceptable to the	4	The audit confirmed by review of the Alinta Energy Customer Complaints Register for electricity from 1 June 2021 to 31 May 2025 that all customers were advised of the outcome of the complaint. In the audit period, there were 5 customer complaints to the Energy and Water	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			customer, information as detailed in 89(b)(i) to (iii).		Ombudsman. All complaints were resolved and closed.		
302	Condition 6.3.1	Code of Conduct Clause 12.2 <i>To 19 Feb. 2023</i>	A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints.	4	The audit confirmed the Complaints Management (WA) Policy conforms with the Customer Complaints Guideline (December 2016) issued by the ERA.	A	1
303	Condition 6.3.1	Code of Conduct Clause 12.3 <i>To 19 Feb. 2023</i>	On request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer to utilise the respective complaints handling processes.	4	The audit confirmed that any customer request for information about the complaints process are complied with. The complaints process is documented in the Complaints Management (WA) Policy available on the website. There is no charge for information. Also, confirmed by interview that any requests for information would be free of charge.	A	1
304	Condition 6.3.1	Code of Conduct Clause 90 <i>Amended 20 Feb. 2023</i>	If a retailer, distributor or electricity marketing agent receives a complaint from a customer that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be appropriate to deal with the complaint (if known).	4	The audit confirmed that the customer would be advised if the complaint related to another entity. There were no complaints relating to another entity received in the audit period. There is provision in the Electricity Customer Service Charter re transfer of complaints to another entity as a list of other contacts is provided, including the ERA, Public Utilities Office, Energy Safety and the Energy and Water Ombudsman.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
REPORTING							
305	Condition 6.3.1	Code of Conduct Clause 13.1 <i>To 19 Feb. 2023</i>	A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	4	The audit confirmed that the Electricity Performance Data Sheets and Compliance Reports for 2020/21, 2021/22, 2022/23 and 2023/24 were prepared and submitted to the ERA. The obligation is included in the Compliance Obligations Register with the responsibility and due dates.	A	1
306	Condition 6.3.1	Code of Conduct Clause 13.2 <i>To 19 Feb. 2023</i>	he report specified in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	4	As per obligation 305, all reports during the audit period were provided to the ERA by the due dates. and in the correct format.	A	1
307	Condition 6.3.1	Code of Conduct Clause 13.3 <i>To 19 Feb. 2023</i>	The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if: <ul style="list-style-type: none"> copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and a copy is posted on the retailer or distributor's website. 	4	The Electricity Performance Reports for 2020/21, 2021/22, 2022/23 and 2023/24 were published by the required dates and were available to the public. This obligation is included in the Regulatory Obligations Register.	A	1
SERVICE STANDARD PAYMENTS							
308	Condition 6.3.1	Code of Conduct Clause 14.1(1) <i>To 19 Feb. 2023</i>	Subject to clause 14.6, a retailer must pay the stated compensation to a customer if the customer is not reconnected in accordance with the timeframes specified in Part 8.	4	The C&I Functional Leader confirmed that no compensation payments were made to customers over the audit period. The audit confirmed the Electricity Customer Service Charter includes Alinta's obligation to	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					pay the service standard payment if this obligation is not met.		
308A	Condition 6.3.1	Code of Conduct Clause 94(1) <i>From 20 Feb. 2023</i>	Unless clause 99 applies, a retailer must make the payment specified under subclause 94(2), if the retailer is required to arrange a reconnection of a customer's supply address under part 8, and either the retailer has not complied with clause 53(3) or (4) or the retailer has complied with clause 53(3), but a distributor has not complied with the timeframes set out in clause 54(4).	4	The C&I Functional Leader confirmed that no compensation payments were made to customers over the audit period. The audit confirmed the Electricity Customer Service Charter includes Alinta's obligation to pay the service standard payment if this obligation is not met.	A	NR
308B	Condition 6.3.1	Code of Conduct Clause 94(2) <i>From 20 Feb. 2023</i>	A retailer must pay the customer \$60 for each day that the retailer or the distributor (as the case may be) is late, up to a maximum of \$300.	4	The C&I Functional Leader confirmed that no compensation payments were made to customers over the audit period. The audit confirmed the <i>Electricity Customer Service Charter</i> includes Alinta's obligation to pay the service standard payment if this obligation is not met.	A	NR
310	Condition 6.3.1	Code of Conduct Clause 95(1) <i>Amended 20 Feb. 2023</i>	Unless clause 99 applies, a retailer must make the payment specified under subclause 95(2) if the retailer: <ul style="list-style-type: none"> fails to comply with any of the procedures set out under Part 6 (if applicable and other than clauses 45(3) and 46), or clause 48 or 82(1), before arranging for disconnection of, or disconnecting the customer for failure to pay a bill, or 	4	The C&I Functional Leader confirmed that no compensation payments were made to customers over the audit period. The audit confirmed the <i>Electricity Customer Service Charter</i> includes Alinta's obligation to pay the service standard payment if this obligation is not met.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			<ul style="list-style-type: none"> arranges for disconnection of, or disconnects the customer for failure to pay a bill in contravention of clause 49, 50 or 52 for failure to pay a bill. 				
312	Condition 6.3.1	Code of Conduct Clause 96 <i>Amended 20 Feb. 2023</i>	Unless clause 99 applies, if a retailer fails to acknowledge or respond to a complaint within the timeframes set out in clause 88, the retailer must pay the customer \$20.	4	The C&I Functional Leader confirmed that no compensation payments were made to customers over the audit period. The audit confirmed the <i>Electricity Customer Service Charter</i> includes Alinta's obligation to pay the service standard payment if this obligation is not met.	A	NR
315	Condition 6.3.1	Code of Conduct Clause 100(1) <i>Amended 20 Feb. 2023</i>	A retailer that is required to make a payment under clause 94, 95 or 96 must do so in the manner specified in subclause 100(1).	4	The C&I Functional Leader confirmed that no compensation payments were made to customers over the audit period. The audit confirmed the <i>Electricity Customer Service Charter</i> includes Alinta's obligation to pay the service standard payment if this obligation is not met.	A	NR
Electricity Industry (Metering) Code 2012							
324	Condition 4.1.1	Clause 3.3B	If a user is aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flows or any changes in a customer's or user's circumstances in a metering point that will result in bi-directional flows, the user must notify the network operator within 2 business days.	4	As the network operator and meter data agent, Western Power will know of previously unknown bi-directional flows prior to Alinta. Alinta follow Western Power's process to manage solar connections, which includes submitting an application form to Western Power for each metering point that could be subject to bi-directional flows, prior to these bi-directional flows occurring.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					For new applications or transfers, any bi-directional flow is noted as a special condition in the contract. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.		
339	Condition 4.1.1	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.	4	As the network operator and meter data agent, Western Power will know of any malfunctioning metering installation before Alinta. If a customer advised Alinta of any disruption to electricity supply they would be given the Western Power contact number to report the disruption. The Team Leader – Sales Operations advised that Alinta are notified of any delays in dispatching NMI file data and gaps in periods of data received and examples were sighted. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1
371	Condition 4.1.1	Clause 4.4(1)	If there is a discrepancy between energy data held in a metering installation and in the metering database, the affected Code participants and the network operator must liaise to determine the most appropriate way to resolve the discrepancy.	4	The audit concluded that if there is discrepancy between the metering installation and the metering database, Alinta will lodge a query with Western Power via the B2B system. There has been one dispute with Western Power in the audit period, over the timing and quality of meter data from Western Power. Alinta is working with Western Power to resolve this.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					The procedure is documented in the <i>Network Access Agreement</i> with Western Power.		
372	Condition 4.1.1	Clause 4.5(1)	A Code participant must not knowingly permit the registry to be materially inaccurate.	4	Meter information and readings are checked by Alinta as part of the billing processes. If information or usage appear incorrect compared to historical records, with no known reason, Alinta will contact a customer first to discuss the potential cause, then possibly request Western Power to audit their records. The procedure is documented in the <i>CRM – Billing Process</i> .	A	1
373	Condition 4.1.1	Clause 4.5(2)	Subject to subclause 5.19(6), if a Code participant, other than a network operator, becomes aware of a change to, or 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.	4	There has been one dispute with Western Power in the audit period, over the timing and quality of meter data from Western Power. Alinta is working with Western Power to resolve this. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1
388	Condition 4.1.1	Clause 5.4(2)	A user must, when reasonably requested by a network operator, assist the network operator to comply with the network operator's obligation under subclause 5.4(1).	4	The network operator has not requested the assistance of Alinta with respect to their metering installation during the audit period. Generally, it is Alinta requesting the assistance of Western Power with respect to metering installations. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
401	Condition 4.1.1	Clause 5.16	If a user collects or receives energy data from a metering installation then the user must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	4	The network operator, Western Power, collects the energy data. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1
402	Condition 4.1.1	Clause 5.17(1)	A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	4	Alinta has provided all required standing and energy data to their customers as part of their billing processes during the audit period. The audit reviewed a sample of 20 customer invoices in the audit period to confirm the billing information was provided. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1
405	Condition 4.1.1	Clause 5.18	If a user collects or receives information regarding a change in the energisation status of a metering point then the user must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	4	The CRM Functional Lead confirmed that any information regarding a change in the energisation of a metering point is advised to Western Power as part of the billing process. The procedure is documented in the <i>Network Access Agreement</i> with Western Power and the <i>CRM – Billing Process</i> .	A	1
406	Condition 4.1.1	Clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in	4	The CRM Functional Lead confirmed that any information request by Western Power is provided to Western Power. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			the Code and elsewhere, and provide that information to the network operator.				
407	Condition 4.1.1	Clause 5.19(2) <i>Amended January 2022</i>	A user must, to the extent that it is able, collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated. <i>Note: The prescribed information listed in clause 5.19(2) was changed by the Electricity Industry (Metering) Amendment Code 2018.</i>	4	Alinta has provided all required standing and energy data to their customers as part of their billing processes during the audit period. The audit reviewed a sample of 20 invoices in the audit period to confirm the billing information was provided. The procedure is documented in the <i>Network Access Agreement</i> with Western Power and the <i>CRM – Billing Process</i> .	A	1
408	Condition 4.1.1	Clause 5.19(3)	Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	4	Changes to customer address or site attributes during the audit period are the responsibility of Western Power. Alinta would not be aware of any changes.	NP	NR
410	Condition 4.1.1	Clause 5.19(6)	The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of standing data by the network operator to the user.	4	As per obligation 408, the metering database is maintained by Western Power. Alinta would not be aware of any changes in attributes resulting from the provision of standing data by WP to the customer. All changes come via the metering database maintained by WP.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
416	Condition 4.1.1	Clause 5.21(5)	A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	4	All tests requested by Alinta during the audit period were in compliance with this clause. There was one test in the audit period.	NP	1
417	Condition 4.1.1	Clause 5.21(6)	A Code participant must not make a request under subclause 5.21(1) that is inconsistent with any access arrangement or agreement.	4	Test requests made by Alinta over the audit period were done so in compliance with this clause. Subject to the requisite fees being paid, Western Power has not refused any meter test requests. The procedure is documented in the Network Access Agreement with Western Power.	A	1
435	Condition 4.1.1	Clause 5.27 <i>From Jan 2022</i>	Upon request from a network operator, the current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	4	The network operator did not make any requests for customer attributes during the audit period. Western Power generally has direct access to this already. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	NR
448	Condition 4.1.1	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.	4	The audit confirmed that Alinta's application of those rules and procedures relevant to its activities are demonstrated in its use of Metering Service Centre web portal, in accordance with the system instructions. This Metering Service Portal interfaces with Gentrack. The system is automated for various billing and transfer processes to prevent non-	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					compliance, but controls are in place that comply with the Metering Code Requirements. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.		
451	Condition 4.1.1	Clause 7.2(1)	Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice communication in connection with the Code.	4	Alinta communicates with Western Power via telephone, email, post, facsimile, and the web portal (Metering Service Centre web portal). Through testing it was noted that communications on a Business As Usual basis are being undertaken through web portal or via email. During the audit period, no communications were sent or received via fax or post. Both Alinta and Western Power have their nominated contact persons. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1
453	Condition 4.1.1	Clause 7.2(4)	If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a network operator within 3 business days after the request.	4	There have been no requests for contact details by the network operator during the audit period. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	NP	NR
454	Condition 4.1.1	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 under subclause 7.2(4) at least 3 business days before the change takes effect.	4	Alinta's contact details did not change during this audit period. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
455	Condition 4.1.1	Clause 7.5	A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	4	The Compliance Advisor confirmed there have been no breaches of confidentiality during the audit period. All Alinta employees sign confidentiality agreements. Employees are also required to complete online compliance training at inductions and a refresher once a year. In addition, information systems are segregated and password protected so only necessary access to personnel is provided. The restrictions on the disclosure of customer data are documented in the <i>Privacy Policy</i> .	A	1
456	Condition 4.1.1	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.	4	The audit confirmed that data relating to a contestable customer is only to provide that customer with a quotation for the supply of electricity by Alinta; or to initiate a transfer of that customer. Confidential information is disclosed on an 'as required' basis by Alinta. The procedure is documented in the <i>Privacy Policy</i> .	A	1
457	Condition 4.1.1	Clause 8.1(1)	If any dispute arises between any Code participants, then (subject to subclause 8.2(3)) 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 by negotiations in good faith.	4	The C&I Functional Lead advised there has been one dispute with Western Power in the audit period and that Alinta met with Western Power within 5 business days and the matter was resolved within 10 business days. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	NP	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
458	Condition 4.1.1	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.	4	As per obligation 457. The C&I Functional Lead confirmed that the one dispute with Western Power was resolved within 10 business days so this obligation is not rated.	NP	NR
459	Condition 4.1.1	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.	4	As per obligation 458.	NP	NR
460	Condition 4.1.1	Clause 8.1(4)	If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	As per obligation 458.	NP	NR
461	Condition 4.1.1	Clause 8.3(2)	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1).	4	As per obligation 458. No dispute went to an arbitrator.	NP	NR

3.8 Audit Recommendations

Table of Current Audit Non- Compliances and Recommendations

A. Resolved during current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Auditor's Recommendation	Action taken by the Licensee by end of audit period
B. Unresolved at end of current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Auditor's Recommendation	Action taken by the Licensee by end of audit period
1/2025	<p>Non- Standard Contract</p> <p>B2 – Generally adequate controls – improvement needed/ Non-compliant – Minor Impact</p> <p>Obligation 93</p> <p><i>Electricity Industry (Customer Contracts) Regulations 2005</i></p> <p><i>A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially.</i></p> <p><i>From 1 January 2023, the customer contract must specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge.</i></p> <p>The audit confirmed the Non-Standard Contract Terms and Conditions (2019) outlines the processes in place to safeguard the confidentiality of customer information. These include</p> <p>"[a] keep your information confidential; and</p>	<p>The Non-Standard Contract for small use customers should be updated to state that Alinta has a Privacy Policy that is available on the website or a copy can be obtained without charge.</p>	<p>Nil</p>

B. Unresolved at end of current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Auditor's Recommendation	Action taken by the Licensee by end of audit period
	<p>[b] only use your information for purposes relating to our business activities; and [c] not pass on your information to anyone else", except for specific conditions.</p> <p>However, the customer contract does not specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge (effective from 1 January 2023).</p>		
2/2025	<p>Customer Notice of Tariff, Fees or Charges</p> <p>B2 – Generally adequate controls – improvement needed/ Non-compliant – Minor impact</p> <p>Obligation 274A Clause 70(2)</p> <p><i>Code of Conduct for the Supply of Electricity to Small Use Customers 2022</i></p> <p><i>If a customer's tariffs, fees or charges are not regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer in the manner specified in subclauses 71(3) and (4).</i></p> <p>The 2022/23 Compliance Report to ERA reported a non-compliance when Alinta Energy's electricity prices for some customers changed on 1 July 2023. Impacted customers were sent advanced notice of the change. The notice sent to customers included general information regarding the 1 July 2023 price variation event and advised customers to contact their Alinta Energy Account Manager to discuss any discrete price changes. Any general pricing changes are also stated in the non-standard contract.</p> <p>However, the notice did not specifically reference the customer's tariffs, fees and charges prior to, and after, the price change event as required by</p> <p>"Clause 71(4)(c) identify the customer's existing tariffs, fees or charges, inclusive of GST; and</p> <p>(d) identify the customer's tariffs, fees or charges as varied, inclusive of GST. "</p>	<p>As planned, Alinta should amend the notice to customers of any variations in tariffs, fees or charges, including the new and existing tariff, fees or charges, to be provided to customers no later than 5 business days before the variation takes into effect.</p>	In progress

B. Unresolved at end of current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Auditor's Recommendation	Action taken by the Licensee by end of audit period
	<p>Alinta is working towards being able to provide individually tailored letters for future price change events.</p> <p>The Manager C&I Billing confirmed that a general notice of any variations in tariffs, fees or charges is provided to customers no later than 5 business days before the change comes in to effect. Any general pricing changes are also stated in the non-standard contract. As a general notice is given, this is considered a minor non-compliance.</p>		

Appendix A - Methodology

A1. Audit Approach

Our approach to the Performance Audit is set out below.

Planning

- Contact Alinta Energy to gain an understanding of the business, relevant management plans and systems that may affect the risk assessment for planning purposes.
- Prepare a risk assessment including any specific factors or changes relevant to the licensee (in tabular form against each licence condition).
- Submit a draft **Audit Plan**, including the risk assessment and proposed approach, to Alinta Energy for review and approval.
- Send a **Pre-Visit Checklist** of information and documentation to Alinta Energy to enable staff to prepare for the visit (and where possible, send us information prior to the visit).

Fieldwork

- Undertake a visit to Alinta Energy in Perth and conduct various meetings with key contacts to assess the effectiveness of systems and procedures in place and to compare actual performance against the licence standards.
- Obtain copies of the latest performance reporting statistics and relevant correspondence between the licensee and the ERA for the audit period.
- The audit steps for the **Performance Audit** will include:
 - **analysis of documented procedures** to assess whether they are consistent with regulatory requirements or arrangements under the licence;
 - **review of systems and procedures** to assess whether they reflect compliance obligations and performance standards, including assessing and testing the following:
 - **control environment** – management's philosophy and operating style, organisational structure, assignment of authority and responsibilities, the use of internal audit, the use of information technology and the skills and experience of the key staff members;
 - **information system** – the appropriateness of the information systems to record the information needed to comply with the licence, accuracy of data, security of data and documentation describing the information system;
 - **control procedures** – the presence of systems and procedures to monitor compliance with the licence or the effectiveness of the asset management system and to detect and correct non-compliance or under-performance;
 - **compliance attitude** - the action taken by the licensee in response to the previous audit/review recommendations, and an assessment of management's attitude towards compliance; and
 - **outcome compliance** – the actual performance against standards prescribed in the licence throughout the audit period.
- Update the risk assessment with any new information obtained in the course of the audit testing and, in instances of significant non-compliance, assess the licensee's plan to ensure compliance and recommend any further improvements to achieve compliance.

Audit Reporting

- Prior to the conclusion of the visit, the lead auditor will discuss any observations and recommendations with Alinta Energy management to confirm our understanding of the issues and to discuss the action to be taken.
- Provide a draft report to Alinta Energy for review no later than two weeks before the final report is due and make any revisions necessary.
- Provide the updated draft report to Alinta Energy for review and feedback prior to finalising the report.
- Issue the final report to Alinta Energy for distribution to the ERA.

A2. Key Documents Reviewed

Regulatory Compliance

- Energy Coordination Act 1994 (version May 2024)
- Electricity Industry Act 2004 (version February 2025)
- Electricity Industry (Customer Contracts) Regulations 2005
- Electricity Industry (Metering) Code 2012 (version January 2024)
- Economic Regulation Authority (Licensing Funding) Regulations 2014
- Electricity Industry (Customer Transfer) Code 2016
- Code of Conduct for the Supply of Electricity to Small Use Customers 2018 and 2022
- Electricity Industry (Code of Conduct) Regulations 2005
- Electricity Compliance Reporting Manual (February 2023 and previous versions January 2023, February 2022 and June 2020)
- ERA's Customer Complaint Guidelines – (December 2016) Electricity Retail Licence ERL6 (Version 9)
- Electricity Retail Licence ERA-EL-082B Operating Area Map
- Alinta Energy 2021 Electricity Performance Audit Report (June 2021)
- Post Audit Implementation Plan (Sept. 2021)
- Performance and Compliance Reports to the ERA for 2021/22, 2022/23 and 2023/24 and acknowledgment of receipt
- Information on fees paid to the ERA (amounts and dates paid)

Alinta Energy

- Alinta Energy website www.alintaenergy.com.au
- Alinta Energy Annual Reports for 2022/23 and 2023/24
- Western Power Network Access Agreement – Amendment 21 December 2017 (and amendments to May 2025)
- Transfer of Supply Agreement
- Alinta Energy Customer Charter (public document/website)
- Metering Code Model Service Level Agreement – Western Power Corporation
- Standard Complaints and Dispute Resolution Procedures (public document/website)
- Complaints Management Framework (March 2024)
- Complaints Register June 2021 to May 2025
- Complaints to EWOWA June 2021 to May 2025
- Compliance Obligations Register
- Alinta ERL6 Standard form contract – small use business.
- Alinta Non-Standard Contract
- Alinta Sales Privacy Policy
- Standard tariffs
- New customer - CRM sales process
- New connections procedure
- Contract Check Guides
- Life Support Registration procedure
- Energy efficiency information
- Customer Safety Awareness Program
- Customer information packs – small use business.
- Electricity Customer Transfer procedure

- Compliance and Non-Compliance Reporting Procedure
- Billing Finalisation procedure and examples
- Customer billing records.
- Gentrack – Disconnection work instruction
- Gentrack – Reconnection work instruction
- Notices of disconnection and reconnection
- Risk Management Policy
- Risk Assessment Procedure

A3. Licensee's Representatives Participating in the Audit

The licensee's representatives participating in the audit were:

- Catherine Rousch - Manager WA Retail Regulation
- Aleja Perkins – Compliance Advisor (Facilitator)
- John Dobson - Compliance Manager Retail Operations (Facilitator)
- Brent Graham - General Manager, Commercial & Industrial
- Daniel Pitcher – Regional Manager, Commercial & Industrial (WA)
- Rhet Brierley - Team Leader, Business Sales
- Kylie Holland - Head of Operations
- Mugdha Mahajan - Team Leader, Sales Operations
- Michelle Patterson - Business Process Analyst
- Kristina Bartulovic – C&I Process Lead
- Jordan Wren – Commercial & Industrial (C&I) Functional Lead
- Rob Cartledge - Manager, Commercial & Industrial (C&I) Credit
- Hadlee Edwards - Manager, Commercial & Industrial (C&I) Billing

A4. Consultants

NAME AND POSITION	BUDGET HOURS
Geoff White - Director	80
Susan Smith - Manager	90
TOTAL HOURS	170

END OF REPORT