



Origin Energy Retail Ltd

Western Australia (WA) Gas
Trading Licence Audit 2025

Final Reasonable Assurance
Engagement Report

4 February 2026



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1. Executive Summary

1.1 Background

Origin Energy Retail Ltd (“Origin”) is one of Australia’s leading energy retailers, supplying customers with electricity, natural gas, liquified petroleum gas (“LPG”) and solar. Origin explores and looks for natural gas reserves to develop as a future energy source, being a leading gas producer for Australian and international markets.

In the WA wholesale gas retail market, participants enter into agreements with gas suppliers and pipeline operators to purchase and transport gas, which they then on-sell and supply to end-users. The purpose of the gas retail market is to give all gas customers the ability to buy natural gas from the User (i.e. Retailer) of their choice. In exercising this choice, customers need to be able to transfer from one user to another.

The Retail Gas Market is administered by the Australian Energy Market Operator Limited (“AEMO”) and the Economic Regulation Authority (“ERA”) is responsible for approving amendments to the Gas Retail Market Scheme, including the Market Rules.

Origin is regulated by the ERA, who granted them with a Gas Trading Licence (“GTL”) on 30 May 2017, after which Origin commenced trading in the WA natural gas market on 1 July 2017 (licence granted for a ten-year period with an expiry date 29 May 2027). The licence versions held by Origin are detailed below:

- GTL 13 Version 1 (applicable from 30 May 2017 to 31 December 2019);
- GTL 13 Version 2 (applicable from 1 January 2020 to 24 November 2021); and
- GTL 14 Version 3 (applicable from 25 November 2021 to present).

A condition of Origin’s GTL is the requirement to engage an independent expert, acceptable to the ERA, to undertake a Performance Audit every two years (unless otherwise approved by the ERA). For this audit, the ERA requires the auditor to undertake a **reasonable assurance** engagement in accordance with *Standard on Assurance Engagement ASAE3100 – Compliance Engagements* (the “**Performance Audit**”) for the period of 1 June 2022 to 31 May 2025.

RSM Australia Pty Ltd (“RSM”) has been engaged by Origin to undertake the Performance Audit that is aligned with the requirements of *ASAE3100 - Compliance Engagements* and consistent with the ERA 2019 Audit and Review Guidelines - Electricity and Gas Licences (“**ERA Guidelines**”).

The objective of conducting the Performance Audit is to assess the effectiveness of Origin’s systems, processes, governance, structures, reporting regimes and regulatory culture to enable compliance with obligations, standards, outputs and outcomes stipulated in the GTL.

This Audit Report details the results of, and procedures conducted in our audit approach to assess the requirements of the GTL and understanding of systems and processes implemented by Origin to facilitate compliance with the GTL.

1.2 Objective and Scope

The Performance Audit is defined as an examination of measures taken by Origin to meet the performance criteria specified in the GTL. As required by the ERA Guidelines, the scope of the Performance Audit considered:

- Process compliance – the effectiveness of systems and procedures in place throughout the audit period, including the adequacy of internal controls.
- Outcome compliance – the actual performance against standards prescribed in the licence throughout the audit period.
- Output compliance – the existence of the output from systems and procedures throughout the audit period (specifically, proper records which provide assurance that procedures are consistently followed, and controls are maintained).
- Integrity of reporting – the completeness and accuracy of the compliance and performance reports provided to the ERA; and
- Compliance with any individual licence conditions – the actual performance against the requirements imposed on Origin by the ERA or specific matters raised by the ERA.

1.3 Origin’s Responsibility

Origin is responsible for:

- Implementing policies, procedure and controls, which are designed to ensure compliance with the conditions of the GTL;
- Ensuring monitoring processes are in place to assess its compliance requirements and reporting on its level of compliance to ERA; and
- Implementing corrective actions for instances of non-compliance.

Assumptions made in considering the scope of our work included:

- The information received from Origin is assumed by RSM to be complete, accurate and valid; and
- Information relevant to the audit of compliance with the GTL is communicated to RSM in a timely manner.

1. Executive Summary (Cont.)

1.4 RSM Responsibility

The audit has been conducted as described in the ERA Approved Audit Plan on 8 July 2025. RSM's responsibility is to express a conclusion on Origin's compliance, in all material aspects, with the conditions of the GTL for the period of 1 June 2022 to 31 May 2025.

The assurance engagement has been conducted in accordance with the Audit Guidelines and the Australian Standard on *Assurance Engagement ASAE3100 – Compliance Engagements*. The assurance procedures include such tests and procedures as RSM consider necessary to obtain sufficient and appropriate evidence over Origin's compliance activities and controls implemented to meet the conditions within the GTL. These procedures have been undertaken to form a reasonable assurance conclusion as to whether, in all material aspects, the licence obligations are complied with, and control procedures were adequately designed and operated effectively based on the specified criteria for the period of 1 June 2022 to 31 May 2025.

ASAE3100 also requires RSM to comply with the relevant ethical requirements of the Australian Professional Accounting Bodies.

1.5 General Observations

In considering Origin's internal control procedures, structure and environment, its compliance culture and its information systems specifically relevant to those licence obligations subject to audit, RSM noted that Origin has:

- Maintained and established its control framework through tailored policies and procedures contained within the Ovault system, the internal document management system and SharePoint which are explicitly aligned to the Licence obligations;
- Maintained a commitment to record the information needed to comply with its licence obligations via its SAP system (retired April 2023) and Kraken system (implemented April 2023);
- Maintained a commitment to a robust and systemic compliance culture which was observed during the respective Team walkthrough meetings. Details surrounding the relevant Team and Team members who attended these walk-through meetings are detailed at [Appendix A – References](#);
- Implemented new templates and checklists to assist with the automated mechanisms to improve the strength of controls surrounding licence obligations; and
- Provided a mix of general and targeted compliance-based training to staff with customer facing responsibilities through training modules managed and by the Learning and Development ("L&D:") Team.

1.6 Summary of Actions to Address Previous Audit Recommendations

Outlined below is a summary of the actions taken by Origin in response to the recommendations in the previous audit report.

A. Resolved during current audit period				
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Date Resolved	Further Action Required / Details of further action required
01/2022	B 2 113 Energy Coordination Act section 11M A decrease in Credit Card fees passed on to the customers in July 2020 due to COVID-19 was not communicated to the Minister as required by the Gas Trading Licence.	Origin to communicate all fee / charges / tariff rate changes (including any decreases in fees / charges / tariff rate) to the Minister one month prior to the change coming into effect.	30/04/2023	No
07/2022	B 2 206A Trading Licence clauses 2.1.1 and 6.3.1 Compendium clause 6.4(3) In few of the sampled customers, we were not provided with the payment plan letters issued by Origin to the customers. Accordingly, compliance to Obligation 206A could not be evidenced in such instances.	We recommend Origin to ensure issuance of payment plan letters that include the information specified in Compendium's clause 6.4(3) in all cases involving payment difficulties or financial hardship within 5 business days	30/04/2023	No

1. Executive Summary (Cont.)

1.6 Summary of Actions to Address Previous Audit Recommendations (Cont.)

A. Resolved during current audit period				
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Date Resolved	Further Action Required / Details of further action required
08/2022	<p>B 2</p> <p>222 Energy Coordination Act section 11M Compendium clause 7.1</p> <p>During testing and discussions with the stakeholders, it was noted that although the customers were not disconnected within the 10 business days of the final disconnection notice, however, the disconnection notice issued to the customers included a warning that the disconnection may take place after 5 business days of the date of the final disconnection notice.</p>	We recommend that Origin update the template for final disconnection warning to specify that Origin may disconnect the customer not less than 10 business days after the day on which the disconnection warning is given.	30/04/2023	No As of 2024, Origin has updated its processes to remove the option to disconnect customer supply due to non-payment of a bill. Accordingly, this obligation is no longer applicable to Origin from 2024 onwards, and no further actions required.
B. Unresolved at end of current audit period				
06/2022	<p>C 3</p> <p>204 Energy Coordination Act section 11M / Compendium clause 6.3(1)</p> <p>205 Energy Coordination Act section 11M / Compendium clauses 35(1) and 35(2)</p> <p>211 Energy Coordination Act section 11M / Compendium clause 39(3)</p> <p>Through sample verification of customers on payment plan or hardship plan, the following instances were identified:</p> <ul style="list-style-type: none"> ▪ the customers assessed to have payment difficulties were: <ul style="list-style-type: none"> - not offered additional time to pay, however, instalment plans were offered in such instances. - not advised of additional assistance that may be available if, due to financial hardship, the residential customers would be unable to meet their obligations under the agreed alternative payment arrangement. ▪ the customers assessed to have financial hardships were not provided information about: <ul style="list-style-type: none"> - Customers' right to have the bill redirected at no charge to a third person. - Payment methods available to the customer. - Concessions available to the customer and how to access them. 	<p>It was recommended that Origin to:</p> <ul style="list-style-type: none"> ▪ Provide targeted training to its agents and Customer Advocacy Team to ensure that Origin's staff performing interactions with the customer are fully aware of the requirements of Licence Obligations 204 and 205. ▪ Strengthen the Quality Assurance activities on the agents' interactions to ensure that the procedures in place are adhered to in assisting the customers experiencing payment difficulties or financial hardships. <p>Ensure that the payment difficulty customers who are self-enrolled through using member's online account (My Account) are provided the information required to be provided to such customers under the Compendium.</p>	30/04/2023 (partially resolved)	Yes Origin has partially addressed the recommendations. Sample testing noted that customers were not informed of their right to have their bill redirected at no cost. Refer to recommendation no.06/2025 for details.

1. Executive Summary (Cont.)

1.6 Summary of Actions to Address Previous Audit Recommendations (Cont.)

B. Unresolved at end of current audit period				
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Date Resolved	Further Action Required / Details of further action required
02/2022	<p>B 2 120A Energy Coordination Act section 11ZPP Code of Conduct clause 6(2) Through sample verification of call recordings and system screenshots for customer move-in completed during the audit period, it was noted that for one instance the Agent played the regular market explicit informed consent (EIC) agreement to the customer, which was different that the WA specific EIC.</p>	<p>Origin to complete the following:</p> <ul style="list-style-type: none"> Provide targeted training to its agents and reiterate the processes involved to ensure that the correct explicit informed consent (EIC) recordings are played while obtaining customer's verifiable consent; and Strengthen the Quality Assurance activities on the agents' interaction calls with Western Australia customers to ensure that all the required information is relayed to the customers. 	Not resolved	Yes Refer to recommendation no. 01/2025 for details.
03/2022	<p>Rating: B2 137 Energy Coordination Act section 11M Compendium clause 4.1(b) No bill was issued to the customer for a period of 105 days in the following scenario: An exception was raised by Origin's system during validation of metering data received from the ATCO, which stopped the bill from issuance to the customer. Origin could not resolve the exception within 105 days from the date of last bill issued to the customer, resulting in the breach of Obligation 137.</p>	<p>Origin to monitor the system generated exceptions raised during the validation of metering data on a regular basis to resolve the exceptions in a timely manner to ensure that the bill is issued to the customer within the maximum timeframe allowed by the Compendium.</p>	Not resolved	Yes Refer to recommendation no. 02/2025 for details.
04/2022	<p>B 2 155 Energy Coordination Act section 11M Compendium clause 15(1) Sample verification found instances where the explanatory cover letters were not sent to the customers along with the estimated bills. Accordingly, the information prescribed in Compendium's clauses 4.8(2)(a)-(c) was not relayed to the customers.</p>	<p>Origin to introduce a detective control to raise system generated exceptions where the bills are generated without the explanatory cover letters. The exceptions identified through the system controls should be resolved to ensure that the estimated bills are always sent to the customers along with the explanatory cover letter which will include information in clause 4.8(2)(a)-(c) of the Compendium.</p>	Not resolved	Yes Refer to recommendation no. 03/2025 for details.

1. Executive Summary (Cont.)

1.6 Summary of Actions to Address Previous Audit Recommendations (Cont.)

B. Unresolved at end of current audit period				
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Date Resolved	Further Action Required / Details of further action required
05/2022	<p>C 3</p> <p>167 Energy Coordination Act section 11M Compendium clause 19(2)(a)</p> <p>During sample verification, it was identified that in all the instances where the review resulted in a conclusion that the customer's bill was correct, Origin's agents did not advise the customer of:</p> <ul style="list-style-type: none"> the option to request Origin to arrange a meter test; and the existence and operation of Origin's internal complaints handling processes. Review of the procedure document developed by Origin for conducting the bill review identified that the requirements to advise the customers of option to request for a meter test and the existence and operation of Origin's internal complaints handling processes were not included in the procedure. 	<p>Origin to perform the following:</p> <ul style="list-style-type: none"> Update the relevant procedure document and agents' scripting to include the requirement to advise the customers of option to request for a meter test and the existence and operation of Origin's internal complaints handling processes following a review of a bill; Issue instructions / provide training to agents to ensure that the agents are aware of the new requirements under the procedure; and Perform targeted Quality Assurance activities of reviewing the agents' calls involving customers' bill review queries to ensure that all the relevant requirements are understood and complied with. 	Not resolved	Yes Refer to recommendation no. 05/2025 for details.
09/2022	<p>C 1</p> <p>254 Energy Coordination Act section 11M Compendium clause 12.1(3)(a)</p> <p>Sample review noted that Origin needs to improve the process of maintaining documentation to support, that the customer "has agreed with resolution and the complaint does not require further action or escalation to team leader".</p>	<p>We recommend Origin to update agent scripts/procedures and include the requirement to provide customer with a right to escalate their complaint to a senior employee.</p>	Not resolved	Yes Refer to recommendation no. 07/2025 for details.
10/2022	<p>C 1</p> <p>255 Energy Coordination Act section 11M Compendium clause 12.1(3)(b)</p> <p>Recommendation from 2019 to include Ombudsman escalation if unsatisfied with Origin's response and to provide Ombudsman contact number has been included in the training material, but we could not evidence of a close letter being implemented.</p>	<p>We recommend Origin to update the process documents and agent scripts / procedures to include the requirement of notifying customers of their right to refer their complaints to the Ombudsman if they are not satisfied with Origin's response. Also, implement a close-out letter as per the prior audit recommendation 07/2019.</p> <p>Agents must also be trained to capture this on their interaction notes with the customer for audit trail purposes.</p>	Not resolved	Yes Refer to recommendation no. 07/2025 for details.

1. Executive Summary (Cont.)

1.7 Summary of Findings and Recommendations

The table below summarises the findings and recommendations in relation to the Licence compliance obligations during the period 1 June 2022 to 31 May 2025, identifying where Origin had instances of non-compliance with the Licence conditions and where control deficiencies were identified.

Summary of Findings and Recommendations		
Obligation No.	Licence Obligation	Findings and Recommendations
103	<p>Energy Coordination Act section 11M A licensee must publish any information it is directed by the ERA to publish, within the timeframes specified.</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> A breach of obligation 103 has occurred during the audit period and was reported to the ERA on 30 August 2024 as part of the annual Compliance Report. Origin has not published the annual Gas Trading Licence Performance Reports for FY2023 within the timeframe specified by the ERA. Origin has updated the publication instructions, where in future, e-mail communication will also be sent to Origin's Content Principal, Service and Support teams, in addition to the relevant web request ticket. The corrective action was implemented effective 20 November 2023.</p> <p>Recommendation N/A – Corrective action implemented.</p>
120A	<p>Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(2) and Code of Conduct clause 6(2) A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering into a non-standard contract.</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> Sample testing of 75 customer sales noted 34 customer sales via Origin's online process and 41 customer sales via telephone calls. For 2 out of the 41 customer sales via telephone calls, Origin has not explicitly advised the customer of the differences between Standard Form and Non-Standard Form Contracts.</p> <p>Recommendation We recommend that Management:</p> <ul style="list-style-type: none"> Reinforce the importance of explicitly explaining the difference between Standard and Non-Standard Contracts, not just comparing Origin plans. This can be done through refresher training or updated call scripts. Implement a quality assurance check for a sample of calls on a periodic basis to ensure compliance with contract disclosure requirements.
137	<p>Energy Coordination Act section 11M Compendium clauses 10(1) and 10(2) A retailer must issue a bill at least every 105 days unless the conditions in subclause 10(2) apply.</p> <p>Energy Coordination Act section 11M Compendium clauses 4.1(b) A retailer must issue a bill at least every 105 days unless the conditions specified are met.</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> Sample testing of customer complaints identified a case where a customer had not received a bill for eight months. When billing resumed, the customer was issued a bill exceeding \$1,000, which they were unable to pay.</p> <p>Recommendation We recommend that Management:</p> <ul style="list-style-type: none"> Investigate the root causes for the non-compliance noted above; Ensure the relevant corrective actions are implemented to avoid any-future occurrences; and Re-assess the effectiveness of the monitoring controls implemented to identify exceptions relating to the timely issuance of bills within the maximum timeframe allowed by the Compendium.

1. Executive Summary (Cont.)

1.7 Summary of Findings and Recommendations (Cont.)

Summary of Findings and Recommendations		
Obligation No.	Licence Obligation	Findings and Recommendations
155	<p>Energy Coordination Act section 11M Compendium clause 15(1) If a retailer has based a customer's bill on an estimation, a retailer must clearly specify on the bill the information prescribed in clauses 15(1)(a) to (c).</p> <p>Energy Coordination Act section 11M Compendium clause 4.8(2) Where the customer's bill is estimated, a retailer must clearly specify on the customer's bill the information prescribed in clauses 4.8(2)(a)-(c).</p>	<p><i>Non-Compliance and Inadequate Controls – C 3</i> Our review of the 2022 Estimated Bill template noted that it does not clearly state that Origin will provide the basis and reason for the estimation upon customer request. Further reviews of the 2023, 2024, and 2025 Estimated Bill templates noted that they do not clearly specify the customer's right to request a meter reading. As this represents a significant control deficiency, sample testing was not performed for Estimated Bills.</p> <p>Recommendation We recommend that Management:</p> <ul style="list-style-type: none"> Update all Estimated Bill templates to include a standardised and clearly visible statement informing customers of their rights covering the information prescribed in clauses 15(1)(a) to (c); Implement a quality assurance process to ensure the statement is consistently included in all future estimated bills. Provide training or guidance to relevant teams to reinforce the importance of including this information.
165 & 180C	<p>Energy Coordination Act section 11M Compendium clause 4.14(2) If the customer's account is in credit at the time of account closure, the retailer must, subject to clause 4.14(3), at the time of the final bill ask the customer for instructions on where to transfer the amount of credit (based on clauses 4.14(2)(a) or (b)), and pay the credit in accordance with the customer's instructions within 12 business days or another time agreed with the customer.</p> <p>Energy Coordination Act section 11M Compendium clause 23(2) Unless subclause 23(4) applies, if a customer's account is in credit at the time of account closure, a retailer must, at the time of the final bill, ask the customer for instructions as to whether the amount of credit should be transferred to another account the customer has, or will have, with the retailer, or a bank account nominated by the customer.</p>	<p><i>Non-Compliance and Inadequate Controls – C 3</i> A review of 12 final bills issued during or after 2024, identified 6 instances where the bill did not include a request for the customer to provide instructions regarding the handling of the credit balance as required by the obligation.</p> <p>Recommendation We recommend that Management:</p> <ul style="list-style-type: none"> Consider implementing a mandatory prompt within the Kraken system to request customer instructions regarding the handling of credit balances at the time of account closure. Consider introducing system notifications to flag outstanding customer instruction requests. If system automation is not feasible, implement periodic quality assurance checks to verify that final bills with credit balances include the required instruction prompts and Origin has followed up with customers on outstanding instruction requests in a timely manner. Ensure that all final bills, regardless of issuance date, include clear guidance asking whether the credit should be: <ul style="list-style-type: none"> Transferred to another account the customer holds (or will hold) with Origin, or Refunded to a nominated bank account.

1. Executive Summary (Cont.)

1.7 Summary of Findings and Recommendations (Cont.)

Summary of Findings and Recommendations		
Obligation No.	Licence Obligation	Findings and Recommendations
167	<p>Energy Coordination Act section 11M Compendium clause 19(2)(a) If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer:</p> <ul style="list-style-type: none"> may require the customer to pay the amount (if any) of the bill that is still outstanding; and must advise the customer that the customer may request a meter test; and must advise the customer of the existence and operation of the retailer's standard complaints and dispute resolution procedures and details about making a complaint to the gas ombudsman. <p>Energy Coordination Act section 11M Compendium clause 4.16(1)(a) A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months, and paying any future bills that are properly due.</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> A review of Origin's residential bill review template confirmed that customers are advised of their right to request a meter test and informed about the Standard Complaints and Dispute Resolution Procedure (SCDRP) when a bill is deemed correct. However, sample testing of 8 bills from 2022 to 2023 identified 2 instances where this advice was not provided, indicating non-compliance with the obligation during that period.</p> <p>Recommendation We recommend that Management:</p> <ul style="list-style-type: none"> Update the bill review templates to include mandatory fields or standard language that cannot be omitted, ensuring consistent communication of: <ul style="list-style-type: none"> The right to request a meter test; and Details of the Standard Complaints and Dispute Resolution Procedure. Conduct periodic audits of bill reviews to verify compliance with the Billing Manual. Provide refresher training to staff involved in bill reviews, emphasising the importance of advising customers of the rights, including meter testing and dispute resolution options.
<p>204 (2022-2023 only) 205A (2024 only) 211</p>	<p>Energy Coordination Act section 11M Compendium clause 6.3(1) If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1).</p> <p>Energy Coordination Act section 11M Compendium clause 35(3) A retailer must offer a residential customer who is assessed as experiencing financial hardship at least a payment plan and assistance in accordance with clause 39 without the need for the customer to make a request.</p> <p>Energy Coordination Act section 11M Compendium clause 39(3) A retailer must advise a customer experiencing financial hardship of the options specified in clause 39(3).</p> <p>Compendium clause 6.8 A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8.</p>	<p><i>Non-Compliance and Inadequate Controls – C 3</i> A review of 20 hardship accounts (10 established prior to 2024 and 10 established during or after 2024) noted the following exceptions:</p> <p><u>Hardship Accounts Established Prior to 2024</u></p> <ul style="list-style-type: none"> Origin employees did not inform customers of their right to have their bill redirected at no cost to a third party, for 2 out of 10 hardship accounts. <p><u>Hardship Accounts Established During or After 2024</u></p> <ul style="list-style-type: none"> Customers were not informed of their right to have their bill redirected at no cost to an alternative address, including email, highlighting a gap in customer communication and adherence to policy requirements, for 8 out of 10 hardship accounts. <p><i>Note: Obligation no. 204 was removed from the WA Gas Trading Licence obligations as of 2024.</i></p> <p>Recommendation We recommend that Management:</p> <ul style="list-style-type: none"> Reinforce staff training and procedural guidance to ensure that all aspects of available assistance, including bill redirection rights, are consistently communicated to customers. <p><i>(Continue to next page)</i></p>

1. Executive Summary (Cont.)

1.7 Summary of Findings and Recommendations (Cont.)

Summary of Findings and Recommendations		
Obligation No.	Licence Obligation	Findings and Recommendations
<p>204 (2022-2023 only) 205A (2024 only) 211</p> <p>(Cont.)</p>	As above.	<p>(Continued from previous page)</p> <p>Recommendation</p> <ul style="list-style-type: none"> Enhance the Quality Assurance activities to ensure that procedures in place are adhered to in assisting the customers experiencing payment difficulties or financial hardships. Enhance staff training and guidance to ensure all hardship customers are consistently informed of their right to have bills redirected at no charge, whether to a third party or an alternative address (including e-mail). Strengthen documentation practices to ensure that all interactions regarding fee, charge, or debt reductions are clearly recorded and verifiable. Implement a verification mechanism to confirm that customers requesting the Hardship Policy, receive it in a timely manner, with evidence retained for audit purposes. Conduct periodic audits of hardship account communications to monitor compliance.
250	<p>Energy Coordination Act section 11M Compendium clause 10.11(2) / 57(2)</p> <p>A retailer and, if appropriate, a distributor must include on a relevant document in relation to residential customers;</p> <ul style="list-style-type: none"> the telephone number for interpreter services, identified by the National Interpreter Symbol; and the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment. 	<p><i>Non-Compliance and Control Deficiency – B 2</i></p> <p>Origin reported in its Compliance Report for the period of 1 July 2023 to 30 June 2024 that it did not include the required national relay and interpreter service information on reminder notices. This was an omission made during the migration of customers from Origin’s legacy SAP software to the new Kraken system.</p> <p>Corrective actions were implemented effective 25 June 2024, where reminder notices now include the required information.</p> <p>Recommendation</p> <p>N/A – Corrective action implemented.</p>
<p>254 (2020-2023 Only) 257A (2024 Only)</p>	<p>Energy Coordination Act section 11M Compendium clause 12.1(3)(a)</p> <p>When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process).</p> <p>Energy Coordination Act section 11M Compendium clause 61</p> <p>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 customer, the information detailed in subclause 61(b)(i) - (iii).</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i></p> <p>Our sample testing of 25 complaints (12 raised prior to 2024 and 13 raised during or after 2024) noted the following exceptions:</p> <p><u>Complaints Raised Prior to 2024</u></p> <p>5 out of 12 complaints raised prior to 2024 lacked evidence confirming resolution to the customer’s satisfaction. In all 5 instances, Origin personnel did not inform customers of their right to escalate the complaint to a senior employee or to refer the matter to the Gas Ombudsman or another external dispute resolution body, including providing the Free call telephone number.</p> <p><u>Complaints Raised During or After 2024</u></p> <p>3 out of 13 complaints raised during or after 2024 lacked evidence confirming resolution to the customer’s satisfaction. In all 3 instances, Origin personnel did not inform customers of their right to escalate the complaint to the Gas Ombudsman or another external dispute resolution body, nor did they provide the Free call telephone number.</p> <p>(Continue to next page)</p>

1. Executive Summary (Cont.)

1.7 Summary of Findings and Recommendations (Cont.)

Summary of Findings and Recommendations		
Obligation No.	Licence Obligation	Findings and Recommendations
<p>254 (2020-2023 Only)</p> <p>257A (2024 Only)</p> <p>(Cont.)</p>	As above.	<p>(Continued from previous page)</p> <p>Note: Obligation 254 was removed from the WA Gas Trading Licence obligations as of 2024.</p> <p>Recommendation</p> <p>We recommend that Management:</p> <ul style="list-style-type: none"> Reinforce training and awareness among front-line staff regarding escalation rights as outlined in the Complaints Procedure. Implement a checklist within the complaints handling workflow to ensure customers are informed of their escalation options when a complaint remains unresolved. Conduct periodic audits to verify compliance with this requirement and identify any recurring gaps.
<p>255 (2020-2023 Only)</p>	<p>Energy Coordination Act section 11M</p> <p>Compendium clause 12.1(3)(b)</p> <p>When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Free call telephone number of the gas ombudsman.</p>	Refer to obligations 254 and 257A above.

1.8 Basis for Conclusion

RSM have completed the Performance Audit as required by the ERA Guidelines and present a summary of the findings below.

In conducting the audit, we identified:

- Six (6) obligations¹** which were assessed as non-compliant with inadequate controls, rated level **C 3**; and
- Eight (8) obligations¹** which were assessed as non-compliant with control deficiencies rated level **B 2**.

Note 1: A total of 6 obligations were assessed as non-compliant with inadequate controls, rated level C 3. However, due to instances where one observation impacted multiple obligations, a total of 3 level C 3 recommendations were raised to avoid duplication.

Note 2: A total of 8 obligations were assessed as non-compliant with control deficiencies rated level B 2. However, due to instances where one observation impacted multiple obligations, a total of 5 level B 2 recommendations were raised to avoid duplication.

An exception rate of 50% or more was observed in the sampled cases relating to Billing, and Payment Difficulties and Hardship obligations. This resulted in the obligations being rated level **C 3**, indicating systemic issues rather than isolated incidents:

- Origin's Estimated Bill template does not clearly state that Origin will provide the basis and reason for the estimation upon customer request (2022); and does not clearly specify the customer's right to request a meter reading (2023, 2024, and 2025).
- In several hardship cases, Origin did not consistently inform customers of their right to have bills redirected at no cost to a third party or alternative address.
- Several cases lacked a request for customer instructions on handling credit balances, which is a required step under the relevant billing obligations.

In addition, the audit identified recurring non-compliance with some billing obligations that were previously raised in the last performance audit.

1. Executive Summary (Cont.)

1.8 Basis for Conclusion (Cont.)

These findings indicate that while Origin has generally complied with the WA Gas Trading Licence, there are specific areas where obligations were not fully met, resulting in a qualified conclusion.

Refer to the **Independent Assurance Report** for a summary of the findings.

1.9 Summary of Assurance Conclusion

Based on the procedures performed and evidence obtained, in our opinion, except for the matter(s) outlined in **Section 1.8 Basis for Conclusion** above, Origin have implemented processes and controls to comply, in all material respects, with the WA Gas Trading Licence for the period 1 June 2022 to 31 May 2025.

The **Independent Assurance Report** is on **page 29** of this report.

Section 3.2 contains a summary of Origin's GTL obligations and our conclusions regarding the control and compliance ratings for each obligation, based on our assessment of Origin's controls.

Section 4 provides further detail of each finding and our assessment of Origin's GTL obligations.

1.10 Subsequent Event

The ERA began conducting investigations in 2025 into overpayments received from customers by electricity and gas retailers on closed accounts to determine if the retailers breached their operating licences by overcharging customers and should be the subject of compliance enforcement action.

On 11 July 2025, the ERA made a formal request for information to Origin to ascertain if Origin had been receiving overpayments from customers on closed accounts and whether processes were in place to identify those overpayments and refund customers.

Origin reported to the ERA on 25 August 2025 that it received overpayments on closed accounts from 157 customers, amounting to \$23,098.36. Refunds have been processed for 135 (86%) customers to-date. Origin reported that they implemented processes to manage customer overpayment on closed accounts since January 2025.

Origin has identified three categories of customer overpayments on closed accounts below:

- 1) **Final bill with a debit balance** – Customer pays more than the debit amount;
- 2) **Final bill in credit** – Customer makes payments after the final bill was issued; or
- 3) **Final bill balance is \$0 or with amount due** – Customer makes payments after the final bill was issued.

A report is automatically generated from Kraken daily (effective March 2025) to identify overpayments using the following criteria:

- | | |
|--|---|
| ▪ Final Account (mandatory) | ▪ Overcharge event posting date (payment posting date) |
| ▪ Final Billed (mandatory) | ▪ Overcharge Occurred = 1 Business Day ago = 0 Business Day (i.e. when overpayment was processed) |
| ▪ Fuel – Electricity and Gas | ▪ Customers flagged as Deceased or Family Domestic Violence |
| ▪ Account Balance > \$0 (in credit) | ▪ Centrepay and Other Payment Methods (Hybrid Centrepay) |
| ▪ Account Type = Domestic and Business (mandatory) | |
| ▪ All States = Vic and Non-Vic, WA | |

Mailhouse reviews the above report daily and contacts the relevant customers (i.e. e-mail or mail) within 10 business days of receiving an overpayment. The customer is notified of the following:

- There is an overcharge that needs to be refunded to the customer;
- The customer should not make any further payments to the account;
- The customer should request a refund or credit transfer to another active Origin account as soon as possible; and
- Origin may need to transfer the funds to the State Revenue Office¹ as “unclaimed money” if there is no response from the customer.

Note 1 As Origin does not have an office in Western Australia, unclaimed money is lodged with the New South Wales State Revenue Office if funds remain unclaimed for two years, the statutory period for holding unclaimed money.

Origin processes refunds with 12 business days of receiving customer request.

1. Executive Summary (Cont.)

1.10 Subsequent Event (Cont.)

Prior to March 2025, the Credit and Payments Teams manually generated weekly reports to identify customer overpayments on closed accounts. Required information was then submitted to Mailhouse to initiate customer contact.

No testing was performed on customer overpayments on closed accounts, and this was not considered in forming our assurance conclusion.

2. Audit Objective, Scope and Approach

2.1 Objective

RSM was appointed by Origin, and approved by the ERA, to fulfil the role of the Approved Independent Auditor, to provide a reasonable assurance audit of compliance with Origin's Gas Trading Licence ("GTL").

2.2 Scope of Work

The ERA provides guidance on aspects of the Licence and Origin's performance criteria, which is included in the scope of the Performance Audit in the *ERA Gas Compliance Reporting Manual* ("ERA Reporting Manual"). A number of changes to the Compendium of Gas Customer Licence Obligations (Compendium) have occurred during Origin's audit period. There were four Manuals in place – June 2020, July 2022, January 2023 and July 2024. This Performance Audit considered the ERA Gas Compliance Reporting Manuals that were in place during the audit period.

The Performance Audit applies the singular audit priority assessment approach to identify all applicable licence obligations. Each of the compliance requirements identified in the ERA Reporting Manual have been evaluated for applicability to Origin and used as the basis for determining the performance criteria considered in the Performance Audit. The scope of the reasonable assurance engagement is defined by the requirements of the ERA Reporting Manual. It excludes assessments of systems and procedures that are not involved with ensuring compliance with the requirements of the GTL and any other disclosure obligations under the ERA Reporting Manual.

The audit period was from 1 June 2022 to 31 May 2025, with this being the third performance Audit conducted to assess Origin's compliance against GTL13. The previous audit was conducted for the period of 1 June 2019 to 31 May 2022. For details of the RSM team and time allocated to the audit, refer to [Appendix B – Work Schedule](#).

The Audit Plan approved by the ERA for this Performance Audit sets out the compliance requirements that applied to Origin's operations during the audit period. In addition, the Audit Plan also listed Origin's GTL obligations included in the scope of the audit, along with the risk assessment and audit priority assigned to each obligation.

2.3 Overview of Approach

RSM's approach for the Performance Audit involved the following activities which were undertaken during the period of 30 May to 25 August 2025:

- Utilised the ERA Guidelines and the applicable ERA Reporting Manuals as a guide, developed a risk assessment based on detailed system analysis and walkthrough including assessment of controls adequacy and effectiveness;
- Developed an Audit Plan for approval by the ERA and an associated work schedule (see [Appendix B – Work Schedule](#));
- Interviewed relevant Origin key personnel to gain an understanding of internal controls and processes (see [Appendix A – References](#));
- Reviewed relevant documentation, performed sample transaction testing and conducted walkthroughs of processes and controls to assess overall adequacy, compliance and effectiveness in accordance with GTL (see [Appendix A – References](#));
- Conducted site visits at 321 Exhibition Street, Melbourne. This was the primary location where processes and controls were performed. Origin does not operate a Perth based office; and
- Reported findings to Origin for review and response.

2.4 Deviations from the Audit Plan

While performing an assessment on relevant supporting documentation as well as discussion with Origin key personnel to evaluate compliance and understanding the activities undertaken to achieve compliance, we completed a re-assessment of the inherent risk and control adequacy on each relevant performance obligation.

The completion of this task determined that there was no need to revise any inherent risk and control adequacy rating that could represent a deviation from the Audit Plan approved by the ERA on any audit priority.

2.5 Review of Prior Recommendations

This engagement is the third Performance Audit conducted to assess the effectiveness of measures taken by Origin to meet the relevant licence compliance requirements as specified in the ERA Gas Compliance Reporting Manual and performance criteria specified in the GTL. The findings reported in the prior Performance Audit and actions taken by Origin to address issues raised have been considered as part of our audit priority assessment. Refer to [Section 1.6](#) for a summary of the actions taken by Origin in response to the recommendations in the previous audit report.

3. Performance Summary

3.1 Compliance and Controls Rating Summary

When assessing Origin's audit performance, RSM used the rating scale below which is defined in the ERA Guidelines. The rating scale considers a rating for Origin's control procedures and control environment (controls rating) and Origin's compliance with the conditions of its Licence (compliance rating).

Controls Adequacy 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 effect on customers or third parties
C	Inadequate controls – significant improvement required	3	Non-compliant – moderate effect on customers or third parties
D	No controls evident	4	Non-compliant – major effect on customers or third parties
N/P	Not performed – A controls rating was not required	N/R	Not rated – No activity took place during the audit period

The table below summarises the assessments made during the Performance Audit on Origin's compliance and the adequacy of controls in place to manage Origin's compliance with all the relevant GTL obligations. It is noted that GTL obligations that were assessed as 'Not Applicable' for the audit period have not been included in the table below.

Controls Rating	Compliance Rating					Total
	1	2	3	4	N/R	
A	32	0	0	0	15	47
B	4	8*	0	0	0	12
C	0	0	6**	0	0	6
D	0	0	0	0	0	0
N/P	160	0	0	0	50	210
Total	196	8	6	0	65	275

Notes:

* A total of 8 obligations were assessed as non-compliant with control deficiencies rated level B 2. However, due to instances where one observation impacted multiple obligations, a total of 5 level B 2 recommendations were raised in the Independent Assurance Report Summary of Issues to avoid duplication.

** A total of 6 obligations were assessed as non-compliant with inadequate controls, rated level C 3. However, due to instances where one observation impacted multiple obligations, a total of 3 level C 3 recommendations were raised in the Independent Assurance Report Summary of Issues to avoid duplication.

The table is consistent with the ratings in [Section 3.2](#) and [Section 4](#) of this report.

3. Performance Summary (Cont.)

3.2 Performance Summary Table

In accordance with the ERA Guidelines, when assessing Origin's audit performance, for each Licence obligation, we rated Origin's compliance with the conditions of its licence (compliance rating). If Origin did not perform the activity during the audit period, the obligation was assessed as 'Not Rated' (N/R) with an explanation provided.

We also provided a rating for Origin's control procedures and control environment (controls ratings) for obligations with an Audit Priority of 1, 2 or 3, or those that was assessed to be non-compliant during the audit period. For most Audit Priorities 4 and 5, these were assessed as 'Not Performed' (N/P). However, for Audit Priorities 4 and 5 where detailed testing and walkthrough testing was performed a control procedures and control environment (controls ratings) was provided.

The table below summarises the compliance rating and controls rating for each obligation. It is noted that Licence obligations that were assessed as 'Not Applicable' for the audit period have not been included in the Performance Summary Table below in accordance with the ERA Guidelines.

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Energy Coordination Act 1994												
1	Section 11Q (1-2)					✓	Priority 4	✓				
2	Section 11WG (1)					✓	Priority 4	✓				
3	Section 11WG (2)					✓	Priority 4	✓				
4 (2020 Only)	Section 11WK (1-2)					✓	Priority 5	✓				
5 (2020 Only)	Section 11WK (3)					✓	Priority 5	✓				
10	Section 11ZA (1)					✓	Priority 4	✓				
11	Section 11ZAF(a)					✓	Priority 5					✓
12	Section 11ZAF(b)					✓	Priority 5					✓
13	Section 11ZAF(c)					✓	Priority 4					✓
14	Section 11ZAH (2)					✓	Priority 5					✓
15	Section 11ZAJ					✓	Priority 4					✓
16	Section 11ZAJ Reg 38A (4)					✓	Priority 5					✓
17	Section 11XK (3)					✓	Priority 5					✓
19 (2020 Only)	Section 11ZOC(1)(b)					✓	Priority 4	✓				
20 (2020 Only)	Section 11ZOV (1)					✓	Priority 4	✓				
21 (2020 Only)	Section 11ZOV (2)					✓	Priority 4	✓				
22 (2020 Only)	Section 11ZOZ (3)					✓	Priority 4					✓
24	Section 11ZQH(a)					✓	Priority 4	✓				
24A	Section 11ZQH(b)					✓	Priority 4	✓				
Licence Compliance Requirements - Energy Coordination (Gas Tariffs) Regulations 2000												
29	Section 11M, Regulation 5(1)					✓	Priority 4	✓				
31	Section 11M, Regulation 6(4)					✓	Priority 4	✓				
32	Regulation 12(2)					✓	Priority 5	✓				
33	Regulation 12(4)(a)					✓	Priority 5	✓				
34	Regulation 12(4)(b)					✓	Priority 5	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004												
35	Regulation 12(5)(a)					✓	Priority 5	✓				
36	Regulation 12(5)(b)					✓	Priority 5	✓				
37	Regulation 12(5)(c)					✓	Priority 5	✓				
38	Regulation 12(5)(d)					✓	Priority 5					✓
39	Regulation 12(5)(e)					✓	Priority 5	✓				
40 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.1.2					✓	Priority 5	✓				
41 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.1.3					✓	Priority 5	✓				
42 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.2.1 & 5.1.2.2					✓	Priority 5	✓				
43 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.3.1 & 5.1.3.2					✓	Priority 5	✓				
44 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.4.1 & 5.1.4.2					✓	Priority 5	✓				
45 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.5.1, 5.1.5.2 & 5.1.5.3					✓	Priority 5	✓				
46 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.7.2					✓	Priority 5					✓
47 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.8.1(a)					✓	Priority 5	✓				
48 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.8.1(b)					✓	Priority 5	✓				
49 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.8.1(c)					✓	Priority 5	✓				
50 (2020 & 2022)	Regulation 12(6), AGA Code Clause 5.1.8.1(d)					✓	Priority 5	✓				
51 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.1.8.1(e) and (f)					✓	Priority 5	✓				
52 (2020 & 2022)	Regulation 12(6), AGA Code clause 5.2.2.2					✓	Priority 5	✓				
53	Reg 13 (1), AGA Code Clause 4.4.6.2 / Regulation 13					✓	Priority 5	✓				
54 (2020 & 2022)	Regulation 13(3)					✓	Priority 5					✓
55 (2020 & 2022)	Regulation 13(4)					✓	Priority 5					✓

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)												
55A (2023 Onwards)	Regulation 44A					✓	Priority 5					✓
55B (2023 Onwards)	Regulation 44B (1)-(3)					✓	Priority 5					✓
55C (2023 Onwards)	Regulation 44B (4)					✓	Priority 5	✓				
56	Regulation 14(2)					✓	Priority 5	✓				
57	Reg 14 (3), AGA Code Clauses 4.1.2.1 & 4.1.2.2 / Regulation 14(3)					✓	Priority 5	✓				
58 (2020 & 2022)	Regulation 14, AGA Code clause 4.1.3.1 & 4.1.3.2					✓	Priority 5					✓
59	Reg 15 (1), AGA Code Clause 4.2.1 / Regulation 15					✓	Priority 5	✓				
60 (2020 & 2022)	Regulation 15 (1), AGA Code clause 4.2.3.1, 4.2.3.2 & 4.2.3.3					✓	Priority 5	✓				
61 (2020 & 2022)	Regulation 15 (1), AGA Code clause 4.2.3.2					✓	Priority 5	✓				
62 (2020 & 2022)	Regulation 15(1) and (2)					✓	Priority 5	✓				
63A (2020 & 2022)	Regulation 15(1) and AGA Code clause 4.2.3.4					✓	Priority 5	✓				
64 (2020 & 2022)	Regulation 15(1), AGA Code clause 4.2.4.1					✓	Priority 5	✓				
65 (2020 & 2022)	Regulation 15(1), AGA Code clause 4.2.4.2					✓	Priority 5	✓				
66 (2020 & 2022)	Regulation 15(1), AGA Code clause 4.2.4.4					✓	Priority 5	✓				
67 (2020 & 2022)	Regulation 15(1), AGA Code clause 4.2.4.5					✓	Priority 5	✓				
68 (2020 & 2022)	Regulation 15(1), AGA Code clause 4.3.2.1					✓	Priority 5	✓				
69 (2020 & 2022)	Regulation 15(1), AGA Code clause 4.3.2.2					✓	Priority 5	✓				
70	Regulation 16(3)		✓				Priority 5	✓				
71	Regulation 19					✓	Priority 5	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)												
72	Reg 20 (2), AGA Code Clause 4.3.5.1 / Regulation 20(1)					✓	Priority 5	✓				
72A	Regulation 20(3)					✓	Priority 5	✓				
72AA (2023 Onwards)	Regulation 21					✓	Priority 5	✓				
72B	Regulation 22					✓	Priority 5	✓				
73	Regulation 40 (3)					✓	Priority 5					✓
74A	Regulation 48					✓	Priority 5	✓				
75A	Regulation 49 (2)					✓	Priority 5	✓				
76	Regulation 49 (3)					✓	Priority 5	✓				
77	Regulation 49 (4)					✓	Priority 5	✓				
78	Regulation 49 (5)					✓	Priority 5	✓				
79	Regulation 50					✓	Priority 5	✓				
80	Regulation 44					✓	Priority 5					✓
83	Regulation 46(1)					✓	Priority 5	✓				
84A	Regulation 47(2) & (4)					✓	Priority 5	✓				
91	Regulation 42					✓	Priority 5	✓				
96	Clause 16.2					✓	Priority 4	✓				
97	Clause 16.4					✓	Priority 5	✓				
98	Clause 17					✓	Priority 4	✓				
99	Clause 20					✓	Priority 5	✓				
100	Clause 21.1					✓	Priority 4	✓				
101	Clause 22.1					✓	Priority 4	✓				
102	Clause 23.1	✓					Priority 2	✓				
103	Clause 24		✓				Priority 4		✓			
106	Clause 12.2					✓	Priority 5					✓
107	Clause 12.3					✓	Priority 5					✓
108	Clause 13.1					✓	Priority 4					✓
109	Clause 15.1 and 15.2					✓	Priority 4					✓
110	Schedule 3 clause 1.5					✓	Priority 4					✓
111	Schedule 3 clause 1.7					✓	Priority 4					✓
112	Schedule 3 clause 2.1 to 2.2					✓	Priority 4	✓				
113	Schedule 3 clause 3.1	✓					Priority 2	✓				
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct)												
116	Section 11ZPP, Code of Conduct clause 4					✓	Priority 4	✓				
117	Section 11ZPP, Code of Conduct clause 5(1)					✓	Priority 4	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)												
118	Section 11ZPP, Code of Conduct clause 5(2) and 5(3)					✓	Priority 4	✓				
119	Section 11ZPP, Code of Conduct clause 2.3(1)(a) / 6(1)(a)					✓	Priority 4	✓				
119A	Section 11ZPP, Code of Conduct clause 2.3(1)(b) / 6(1)(b)					✓	Priority 4	✓				
120A	Section 11ZPP, Code of Conduct clause 2.3(2) / 6(2)		✓				Priority 2		✓			
120B	Section 11ZPP Code of Conduct clause 2.3(2A) / 6(3)					✓	Priority 4	✓				
121A	Section 11ZPP Code of Conduct clause 2.3(4) / 6(5)					✓	Priority 4	✓				
122	Section 11ZPP Code of Conduct clause 2.4(1) / 7(1)					✓	Priority 4	✓				
123	Section 11ZPP Code of Conduct clause 2.4(2) / 7(2)					✓	Priority 4	✓				
124	Section 11ZPP Code of Conduct clause 2.5(1) / 8(1)					✓	Priority 4	✓				
125	Section 11ZPP Code of Conduct clause 2.5(2) / 8(2)					✓	Priority 4					✓
126	Section 11ZPP Code of Conduct clause 2.6 / 9					✓	Priority 4					✓
128	Section 11ZPP Code of Conduct clause 2.9 / 12					✓	Priority 4	✓				
129	Section 11ZPP Code of Conduct clause 2.10 / 13					✓	Priority 4	✓				
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)												
Marketing												
133A (2024 Only)	Section 11M Compendium clause 8					✓	Priority 4	✓				
Connections												
134	Section 11M, Compendium clause 3.1(1) / 9(1)					✓	Priority 4	✓				
135	Section 11M, Compendium clause 3.1(2) / 9(2)					✓	Priority 4	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Billing												
136 (2020 to 2023)	Section 11M, Compendium clause 4.1(a)					✓	Priority 4	✓				
137	Section 11M, Compendium clauses 4.1(b) / 10(1) and 10(2)		✓				Priority 2		✓			
137A (2024 Only)	Section 11M, Compendium clause 10(3)					✓	Priority 4					✓
138 (2020 to 2023)	Section 11M, Compendium clause 4.2(1)					✓	Priority 4					✓
139	Section 11M, Compendium clause 4.2(2) / 11(2)					✓	Priority 4					✓
140	Section 11M, Compendium clause 4.2(3) / 11(3)					✓	Priority 4					✓
141	Section 11M, Compendium clause 4.2(4) / 11(4)					✓	Priority 4					✓
142	Section 11M, Compendium clause 4.2(5) / 11(5)					✓	Priority 4					✓
143	Section 11M, Compendium clause 4.2(6) / 11(6)					✓	Priority 4					✓
144	Section 11M, Compendium clause 4.3(1) / 12(1)					✓	Priority 4					✓
145	Section 11M, Compendium clause 4.3(2) / 12(2)					✓	Priority 4					✓
146 (2020 to 2023)	Section 11M, Compendium clause 4.4					✓	Priority 4	✓				
147 (2020 to 2023)	Section 11M, Compendium clause 4.5(1)	✓					Priority 2	✓				
147A (2024 Only)	Section 11M Compendium clauses 13(1) to 13(7)	✓					Priority 4	✓				
149	Section 11M Compendium clause 4.5(3) / 13(8)					✓	Priority 4					✓
150 (2020 to 2023)	Section 11M Compendium clause 4.6					✓	Priority 4	✓				
150A (2024 Only)	Section 11M, Compendium clauses 14(1) and 14(2)					✓	Priority 4	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Billing (Cont.)												
152	Section 11M, Compendium clause 4.7(1) / 14(3)					✓	Priority 5	✓				
153	Section 11M Compendium clause 4.7(2) / 14(4)					✓	Priority 5	✓				
153A (2024 Only)	Section 11M Compendium clause 14(5)					✓	Priority 4	✓				
154 (2020 to 2023)	Section 11M Compendium clause 4.8(1)					✓	Priority 4	✓				
155	Section 11M Compendium clause 4.8(2) / 15(1)			✓			Priority 2			✓		
156	Section 11M Compendium clause 4.8(3) / 15(2)					✓	Priority 4	✓				
156A (2024 Only)	Section 11M Compendium clause 15(3)					✓	Priority 4	✓				
157 (2020 to 2023)	Section 11M, Compendium clause 4.9					✓	Priority 4	✓				
158	Section 11M, Compendium clauses 4.10 / 16(1) and 16(2)					✓	Priority 5	✓				
160 (2020 to 2023)	Section 11M, Compendium clause 4.11(2)					✓	Priority 4	✓				
161	Section 11M, Compendium clauses 4.12(1) / 17(1) to 17(3)					✓	Priority 4					✓
163	Section 11M, Compendium clauses 4.13 / 18(1) and 18(2)					✓	Priority 4					✓
164 (2020 to 2023)	Section 11M, Compendium clause 4.14(1)					✓	Priority 5	✓				
165 (2020 to 2023)	Section 11M, Compendium clause 4.14(2)			✓			Priority 4			✓		
165A (2020 to 2023)	Section 11M, Compendium clause 4.14(3)					✓	Priority 4	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Billing (Cont.)												
166	Section 11M, Compendium clause 4.15 / 19(1)		✓				Priority 4	✓				
167	Section 11M, Compendium clause 4.16(1)(a) / 19(2)(a)		✓				Priority 2		✓			
168	Section 11M, Compendium clause 4.16(1)(b) / 19(2)(b)					✓	Priority 4	✓				
169	Section 11M, Compendium clause 4.16(2); 2024 Compendium clause 19(3)					✓	Priority 4	✓				
170	Section 11M, Compendium clause 4.16(3) / 19(4)					✓	Priority 4	✓				
170A (2024 Only)	Section 11M, Compendium clause 20(1)					✓	Priority 4					✓
170B (2024 Only)	Section 11M, Compendium clause 20(2)					✓	Priority 4					✓
171	Section 11M, Compendium clauses 4.17(2) / 21(1) and 21(2)		✓				Priority 4	✓				
171B (2024 Only)	Section 11M, Compendium clause 21(3)					✓	Priority 4	✓				
172	Section 11M, Compendium clauses 4.18(2) and 4.18(5) / 22(1)	✓					Priority 3	✓				
173	Section 11M, Compendium clause 4.18(3) / 22(2)					✓	Priority 4	✓				
174	Section 11M, Compendium clause 4.18(4) / 22(3)					✓	Priority 5	✓				
175	Section 11M, Compendium clause 4.18(6) / 22(4)					✓	Priority 5	✓				
175A (2020 to 2023)	Section 11M, Compendium clause 4.18(7) / 22(5)					✓	Priority 4					✓
175B (2024 Only)	Section 11M, Compendium clauses 22(6) and 22(7)					✓	Priority 5	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Billing (Cont.)												
175C (2024 Only)	Section 11M, Compendium clause 22(8)					✓	Priority 4	✓				
176 (2020 to 2023)	Section 11M, Compendium clause 4.19(1)					✓	Priority 4	✓				
177 (2020 to 2023)	Section 11M, Compendium clause 4.19(2) and 4.19(6)					✓	Priority 4	✓				
178 (2020 to 2023)	Section 11M, Compendium clause 4.19(3)					✓	Priority 4	✓				
179 (2020 to 2023)	Section 11M, Compendium clause 4.19(4)					✓	Priority 5	✓				
180 (2020 to 2023)	Section 11M, Compendium clause 4.19(5)					✓	Priority 5	✓				
180A (2020 to 2023)	Section 11M, Compendium clause 4.19(7)					✓	Priority 4	✓				
180B (2024 Only)	Section 11M, Compendium clause 23(1)					✓	Priority 4	✓				
180C (2024 Only)	Section 11M, Compendium clause 23(2)			✓			Priority 3			✓		
180D (2024 Only)	Section 11M, Compendium clause 23(3)					✓	Priority 4	✓				
180E (2024 Only)	Section 11M, Compendium clauses 23(4) and 23(5)					✓	Priority 4	✓				
180F (2024 Only)	Section 11M, Compendium clauses 24(1) and 24(2)					✓	Priority 4	✓				
180G (2024 Only)	Section 11M, Compendium clause 25					✓	Priority 4	✓				
Payment												
181	Section 11M, Compendium clause 5.1 / 26					✓	Priority 4	✓				
182	Section 11M, Compendium clause 5.2 / 27(1)					✓	Priority 4	✓				
183 (2020 to 2023)	Section 11M, Compendium clause 5.3					✓	Priority 4	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Payment (Cont.)												
184	Section 11M, Compendium clauses 5.4 / 28(1) to 28(3)					✓	Priority 4	✓				
184A (2024 Only)	Section 11M, Compendium clauses 28(4) to 28(6)					✓	Priority 4					✓
185	Section 11M, Compendium clause 5.5 / 29					✓	Priority 4	✓				
186	Section 11M, Compendium clause 5.6(1) / 30(1)					✓	Priority 4	✓				
186A	Section 11M, Compendium clause 5.6(2) / 30(2)					✓	Priority 4					✓
186B (2024 Only)	Section 11M, Compendium clause 30(3)					✓	Priority 4					✓
187	Section 11M, Compendium clause 5.6(3) / 30(4)					✓	Priority 4					✓
188	Section 11M, Compendium clause 5.6(4) / 30(5)					✓	Priority 4					✓
189	Section 11M, Compendium clause 5.6(5) / 30(6)					✓	Priority 4	✓				
190	Section 11M, Compendium clauses 5.7(1) / 31(1) and 31(3)					✓	Priority 4	✓				
191	Section 11M, Compendium clauses 5.7(2) / 31(2) and 31(3)	✓					Priority 4	✓				
193	Section 11M, Compendium clause 5.7(4) / 31(4)					✓	Priority 4	✓				
195	Section 11M, Compendium clause 5.8(1) / 32(1)					✓	Priority 4	✓				
196	Section 11M, Compendium clause 5.8(2) / 32(2)					✓	Priority 4	✓				
196A	Section 11M, Compendium clause 5.8(3) / 32(3)					✓	Priority 4					✓
197	Section 11M, Compendium clause 5.10 / 33					✓	Priority 4					✓

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Payment Difficulties & Financial Hardship												
198	Section 11M, Compendium clauses 6.1(1) / 34(1) and 34(2)	✓					Priority 2	✓				
199	Section 11M, Compendium clause 6.1(3) / 34(3)					✓	Priority 4	✓				
200	Section 11M, Compendium clause 6.1(4) / 34(4)	✓					Priority 2	✓				
200A (2022 to 2023)	Section 11M, Compendium clause 6.2(1)	✓					Priority 2					✓
200B (2024 Only)	Section 11M, Compendium clause 34(5)	✓					Priority 2					✓
201 (2022 to 2023)	Section 11M, Compendium clause 6.2(2)	✓					Priority 2					✓
202 (2022 to 2023)	Section 11M, Compendium clause 6.2(3)	✓					Priority 2					✓
203 (2022 to 2023)	Section 11M, Compendium clause 6.2(4)		✓				Priority 4	✓				
204 (2022 to 2023)	Section 11M, Compendium clause 6.3(1)			✓			Priority 2			✓		
205	Section 11M, Compendium clauses 6.4(1) / 35(1) and 35(2)	✓					Priority 2	✓				
205A (2024 only)	Section 11M, Compendium clause 35(3)			✓			Priority 2			✓		
206	Section 11M, Compendium clause 6.4(2) / 37(1)	✓					Priority 2	✓				
206A (2020 to 2023)	Trading Licence clauses 2.1.1 and 6.3.1; Compendium clause 6.4(3)	✓					Priority 2	✓				
206B (2024 Only)	Section 11M, Compendium clause 37(2)	✓					Priority 2	✓				
206C (2024 Only)	Section 11M, Compendium clause 37(5)	✓					Priority 2	✓				
207A (2024 Only)	Section 11M, Compendium clause 38(1)	✓					Priority 2					✓

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Payment Difficulties & Financial Hardship (Cont.)												
207B (2024 Only)	Section 11M, Compendium clause 38(3)	✓					Priority 2					✓
207C (2024 Only)	Section 11M, Compendium clause 38(4)	✓					Priority 2					✓
207D (2024 Only)	Section 11M, Compendium clauses 38(5) and 38(6)	✓					Priority 2	✓				
208	Section 11M, Compendium clause 6.6(1) / 39(1)					✓	Priority 4	✓				
209	Section 11M, Compendium clause 6.6(2) / 39(2)	✓					Priority 2	✓				
210 (2020 to 2023)	Section 11M, Compendium clause 6.7					✓	Priority 4	✓				
211	Section 11M, Compendium clause 6.8 / 39(3)			✓			Priority 2			✓		
212 (2020 to 2023)	Section 11M, Compendium clause 6.9(1)	✓					Priority 2	✓				
214	Section 11M, Compendium clause 6.10(1) / 40(1)	✓					Priority 2	✓				
215	Section 11M, Compendium clause 6.10(2) / 40(2)	✓					Priority 2	✓				
215A	Section 11M, Compendium clause 6.10(3) / 40(3)	✓					Priority 2	✓				
216 (2020 to 2023)	Section 11M, Compendium clause 6.10(4)	✓					Priority 2	✓				
216A (2024 Only)	Section 11M, Compendium clause 40(4)	✓					Priority 2	✓				
216B (2024 Only)	Section 11M, Compendium clause 40(5)	✓					Priority 2	✓				
219	Section 11M, Compendium clause 6.10(6) / 40(6)	✓					Priority 2					✓
220	Section 11M, Compendium clause 6.10(7); 2024 Compendium clause 40(7)	✓					Priority 2	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Payment Difficulties & Financial Hardship (Cont.)												
220A (2020 to 2023)	Section 11M, Compendium clause 6.10(8)	✓					Priority 2					✓
221	Section 11M, Compendium clause 6.11; 2024 Compendium clause 41					✓	Priority 2	✓				
Disconnection & Interruption												
222	Section 11M, Compendium clause 7.1 / 42	✓					Priority 2	✓				
223	Section 11M, Compendium clause 7.2(1) / 43(1)	✓					Priority 2	✓				
224	Section 11M, Compendium clause 7.3 / 44(2)	✓					Priority 2					✓
225	Section 11M, Compendium clauses 45(1) and 45(2)	✓					Priority 2					✓
225A (2024 Only)	Section 11M, Compendium clauses 7.4 / 45(3) and 45(4)	✓					Priority 2					✓
227	Section 11M, Compendium clause 7.6 / 46	✓					Priority 2	✓				
Reconnection												
228	Section 11M, Compendium clauses 8.1(1) / 47(1) and 47(2)					✓	Priority 4					✓
229	Section 11M, Compendium clause 8.1(2) / 47(3)					✓	Priority 4					✓
Information & Communication												
230G (2024 Only)	Section 11M, Compendium clauses 49(1) and 49(2)					✓	Priority 4	✓				
230H (2024 Only)	Section 11M, Compendium clauses 49(3)					✓	Priority 4	✓				
230I (2024 Only)	Section 11M, Compendium clauses 49(4) and 49(5)					✓	Priority 4	✓				
231 (2020 to 2023)	Section 11M, Compendium clause 10.1(1)					✓	Priority 4	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Information & Communication (Cont.)												
232	Section 11M, Compendium clause 10.1(2) / 50					✓	Priority 4	✓				
232A (2024 Only)	Section 11M, Compendium clauses 51(2) and 51(3)					✓	Priority 4	✓				
232B (2024 Only)	Section 11M, Compendium clauses 52(2) and 52(3)					✓	Priority 4	✓				
232C (2024 Only)	Section 11M, Compendium clause 52(4)					✓	Priority 4	✓				
233 (2020 to 2023)	Section 11M, Compendium clause 10.1(3)					✓	Priority 4					✓
234	Section 11M, Compendium clause 10.2(1); 2024 Compendium clause 53(1)					✓	Priority 4	✓				
235	Section 11M, Compendium clause 10.2(2) / 53(2)					✓	Priority 4	✓				
236	Section 11M, Compendium clause 10.2(3) / 53(3)					✓	Priority 4	✓				
237 (2020 to 2023)	Section 11M, Compendium clause 10.2(4)					✓	Priority 4	✓				
238 (2020 to 2023)	Section 11M, Compendium clause 10.3					✓	Priority 4	✓				
239 (2020 to 2023)	Section 11M, Compendium clause 10.4					✓	Priority 4	✓				
240	Section 11M, Compendium clause 10.5 / 54					✓	Priority 4	✓				
245	Section 11M, Compendium clauses 10.9 / 56(1) and 56(2)					✓	Priority 5	✓				
246 (2020 to 2023)	Section 11M, Compendium clause 10.10(1)					✓	Priority 4	✓				
249	Section 11M, Compendium clause 10.11(1) / 57(1)					✓	Priority 4	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Information & Communication (Cont.)												
250	Section 11M, Compendium clause 10.11(2) / 57(2)		✓				Priority 2		✓			
Complaints & Dispute Resolution												
251	Section 11M, Compendium clause 12.1(1) / 59(1)					✓	Priority 4	✓				
251A (2024 Only)	Section 11M, Compendium clause 59(2)					✓	Priority 4	✓				
252	Section 11M, Compendium clause 12.1(2) / 59(3)					✓	Priority 4	✓				
254 (2020 to 2023)	Section 11M, Compendium clause 12.1(3)(a)		✓				Priority 2		✓			
255 (2020 to 2023)	Section 11M, Compendium clause 12.1(3)(b)		✓				Priority 2		✓			
255A	Section 11M, Compendium clause 12.1(4); 2024 Compendium clause 60(1)	✓					Priority 2	✓				
256 (2020 to 2023)	Section 11M, Compendium clause 12.2					✓	Priority 4	✓				
257 (2020 to 2023)	Section 11M, Compendium clause 12.3					✓	Priority 4	✓				
257A (2024 Only)	Section 11M, Compendium clause 61		✓				Priority 4		✓			
258	Section 11M, Compendium clause 12.4 / 62					✓	Priority 4	✓				
Record Keeping & Reporting												
281 (2020 to 2023)	Section 11M, Compendium clause 13.1					✓	Priority 4	✓				
282 (2020 to 2023)	Section 11M, Compendium clause 13.2					✓	Priority 4	✓				
283 (2020 to 2023)	Section 11M, Compendium clause 13.3					✓	Priority 4	✓				
Protection Relating to Family Violence												
283A (2024 Only)	Section 11M, Compendium clause 63(1)	✓					Priority 2	✓				

3. Performance Summary (Cont.)

3.2 Performance Summary Table (Cont.)

No.	Obligations Reference	Controls Adequacy					Audit Priority	Compliance Rating				
		A	B	C	D	NP		1	2	3	4	NR
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)												
Protection Relating to Family Violence (Cont.)												
283B (2024 Only)	Section 11M, Compendium clause 63(2)	✓					Priority 2	✓				
283C (2024 Only)	Section 11M, Compendium clause 63(3)	✓					Priority 2	✓				
283D (2024 Only)	Section 11M, Compendium clause 63(5)	✓					Priority 2					✓
283E (2024 Only)	Section 11M, Compendium clause 63(6)	✓					Priority 2					✓
283F (2024 Only)	Section 11M, Compendium clause 63(6)	✓					Priority 2					✓
283G (2024 Only)	Section 11M, Compendium clause 64	✓					Priority 2	✓				
283H (2024 Only)	Section 11M, Compendium clause 65	✓					Priority 2	✓				

Independent Assurance Report – WA Gas Trading License Audit

1 June 2022 – 31 May 2025

Independent Assurance Report – WA Gas Trading License Audit

To: Economic Regulation Authority (“ERA”) and Management of Origin Energy Retail Ltd (“Origin”),

Independent Assurance Report on compliance with Origin’s WA Gas Trading Licence

RSM have conducted an audit on the systems, procedures and processes used by Origin to evaluate the operating effectiveness of the of the controls identified to maintain compliance with Origin’s Licence obligations for the period 1 June 2022 to 31 May 2025. Our audit has been conducted to form a reasonable assurance conclusion, and this report has been prepared in accordance with the ERA Guidelines.

Origin Responsibilities

Management of Origin are responsible for designing, implementing and maintaining internal controls relevant to compliance with the WA Gas Trading Licence and ensure operating processes meet the requirements as per the ERA Guidelines.

Independence

RSM have complied with the relevant ethical requirements relating to assurance engagements, which include independence and other requirements founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

In accordance with Australian Standard on Quality Control 1, RSM maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Our Responsibilities

Our responsibility is to express a conclusion on compliance with the WA Gas Trading Licence, in all material respects. The audit has been conducted in accordance with *ASAE 3100 – Compliance Engagement* to provide reasonable assurance that Origin has complied with all relevant obligations of their WA Gas Trading Licence in accordance with the ERA Guidelines. We accordingly include such tests and procedures considered necessary in the circumstances.

RSM believe that the audit evidence obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Inherent Limitations

Because of the inherent limitations of any internal control structure, it is possible that fraud or errors may occur and not be detected. RSM have not audited the overall internal control structure, and no opinion is expressed as to its effectiveness. An audit is not designed to detect all weaknesses in control procedures or all instances of non-compliance as it is not performed continuously throughout the period, and the tests performed are on a sample basis having regard to the nature and size of the entity.

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

RSM believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Use of Report

This reasonable assurance report has been prepared for Origin and the ERA. RSM disclaim any assumption of responsibility for any reliance on this report to any other persons or users, or for any purpose other than that for which it was prepared.

RSM disclaim all liability to any party other than Origin in respect of, or in consequence of, anything done, or omitted to be done, by any party in reliance, whether whole or partial, upon any information contained in this report. Any party, other than Origin, who chooses to rely in any way on the contents of this report, does so at their own risk.

Qualified Opinion

Based on the procedures performed and evidence obtained, in our opinion, except for the matters outlined in the *Basis for Qualified Opinion* below, Origin have implemented processes and controls to comply, in all material respects, with the WA Gas Trading Licence for the period 1 June 2022 to 31 May 2025.

Basis for Qualified Opinion

Our audit identified several instances of non-compliance with obligations relating to Billing and Payment Difficulties and Hardship, as summarised below and outlined in **Section 4 – Detailed Findings** sections of this report.

Independent Assurance Report – WA Gas Trading License Audit (Cont.)

Basis for Qualified Opinion (Cont.)

An exception rate of 50% or more was observed in the sampled cases relating to the following areas, indicating systemic issues rather than isolated incidents:

- Origin's Estimated Bill template does not clearly state that Origin will provide the basis and reason for the estimation upon customer request (2022); and does not clearly specify the customer's right to request a meter reading (2023, 2024, and 2025).
- In several hardship cases, Origin did not consistently inform customers of their right to have bills redirected at no cost to a third party or alternative address.
- Several cases lacked a request for customer instructions on handling credit balances, which is a required step under the relevant billing obligations.

Further, the audit identified recurring non-compliance with some billing obligations that were previously raised in the previous performance audit.

These findings indicate that while Origin has generally complied with the WA Gas Trading Licence, there are specific areas which highlight systemic issues rather than isolated incidents.

The table below summarises the findings in relation to the Licence compliance obligations during the period 1 June 2022 to 31 May 2025, identifying where Origin had instances of non-compliance with the Licence conditions and where control deficiencies were identified.

Summary of Findings		
Obligation No.	Licence Obligation	Findings
103	<p>Energy Coordination Act section 11M A licensee must publish any information it is directed by the ERA to publish, within the timeframes specified.</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> A breach of obligation 103 has occurred during the audit period and was reported to the ERA on 30 August 2024 as part of the annual Compliance Report. Origin has not published the annual Gas Trading Licence Performance Reports for FY2023 within the timeframe specified by the ERA. Origin has updated the publication instructions, where in future, e-mail communication will also be sent to Origin's Content Principal, Service and Support teams, in addition to the relevant web request ticket. The corrective action was implemented effective 20 November 2023.</p>
120A	<p>Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(2) and Code of Conduct clause 6(2) A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering into a non-standard contract.</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> Sample testing of 75 customer sales noted 34 customer sales via Origin's online process and 41 customer sales via telephone calls. For 2 out of the 41 customer sales via telephone calls, Origin has not explicitly advised the customer of the differences between Standard Form and Non-Standard Form Contracts.</p>
137	<p>Energy Coordination Act section 11M Compendium clauses 10(1) and 10(2) A retailer must issue a bill at least every 105 days unless the conditions in subclause 10(2) apply. Energy Coordination Act section 11M Compendium clauses 4.1(b) A retailer must issue a bill at least every 105 days unless the conditions specified are met.</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> Sample testing of customer complaints identified a case where a customer had not received a bill for eight months. When billing resumed, the customer was issued a bill exceeding \$1,000, which they were unable to pay. The delay in billing is currently under investigation.</p>

Independent Assurance Report – WA Gas Trading License Audit (Cont.)

Summary of Findings		
Obligation No.	Licence Obligation	Findings
155	<p>Energy Coordination Act section 11M Compendium clause 15(1) If a retailer has based a customer's bill on an estimation, a retailer must clearly specify on the bill the information prescribed in clauses 15(1)(a) to (c).</p> <p>Energy Coordination Act section 11M Compendium clause 4.8(2) Where the customer's bill is estimated, a retailer must clearly specify on the customer's bill the information prescribed in clauses 4.8(2)(a)-(c).</p>	<p><i>Non-Compliance and Inadequate Controls – C 3</i> Our review of the 2022 Estimated Bill template noted that it does not clearly state that Origin will provide the basis and reason for the estimation upon customer request. Further reviews of the 2023, 2024, and 2025 Estimated Bill templates noted that they do not clearly specify the customer's right to request a meter reading. As this represents a significant control deficiency, sample testing was not performed for Estimated Bills.</p>
165 & 180C	<p>Energy Coordination Act section 11M Compendium clause 4.14(2) If the customer's account is in credit at the time of account closure, the retailer must, subject to clause 4.14(3), at the time of the final bill ask the customer for instructions on where to transfer the amount of credit (based on clauses 4.14(2)(a) or (b)), and pay the credit in accordance with the customer's instructions within 12 business days or another time agreed with the customer.</p> <p>Energy Coordination Act section 11M Compendium clause 23(2) Unless subclause 23(4) applies, if a customer's account is in credit at the time of account closure, a retailer must, at the time of the final bill, ask the customer for instructions as to whether the amount of credit should be transferred to another account the customer has, or will have, with the retailer, or a bank account nominated by the customer.</p>	<p><i>Non-Compliance and Inadequate Controls – C 3</i> A review of 12 final bills issued during or after 2024, identified 6 instances where the bill did not include a request for the customer to provide instructions regarding the handling of the credit balance as required by the obligation</p>
167	<p>Energy Coordination Act section 11M Compendium clause 19(2)(a) If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer:</p> <ul style="list-style-type: none"> ▪ may require the customer to pay the amount (if any) of the bill that is still outstanding; and ▪ must advise the customer that the customer may request a meter test; and ▪ must advise the customer of the existence and operation of the retailer's standard complaints and dispute resolution procedures and details about making a complaint to the gas ombudsman. <p>Energy Coordination Act section 11M Compendium clause 4.16(1)(a) A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months, and paying any future bills that are properly due.</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> A review of Origin's residential bill review template confirmed that customers are advised of their right to request a meter test and informed about the Standard Complaints and Dispute Resolution Procedure (SCDRP) when a bill is deemed correct. However, sample testing of 8 bills from 2022 to 2023 identified 2 instances where this advice was not provided, indicating non-compliance with the obligation during that period.</p>

Independent Assurance Report – WA Gas Trading License Audit (Cont.)

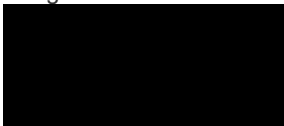
Summary of Findings		
Obligation No.	Licence Obligation	Findings
<p>204 (2022-2023 only)</p> <p>205A (2024 only)</p> <p>211</p>	<p>Energy Coordination Act section 11M Compendium clause 6.3(1) If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1).</p> <p>Energy Coordination Act section 11M Compendium clause 35(3) A retailer must offer a residential customer who is assessed as experiencing financial hardship at least a payment plan and assistance in accordance with clause 39 without the need for the customer to make a request.</p> <p>Energy Coordination Act section 11M Compendium clause 39(3) A retailer must advise a customer experiencing financial hardship of the options specified in clause 39(3).</p> <p>Compendium clause 6.8 A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8.</p>	<p><i>Non-Compliance and Inadequate Controls – C 3</i> A review of 20 hardship accounts (10 established prior to 2024 and 10 established during or after 2024) noted the following exceptions:</p> <p><u>Hardship Accounts Established Prior to 2024</u></p> <ul style="list-style-type: none"> Origin employees did not inform customers of their right to have their bill redirected at no cost to a third party, for 2 out of 10 hardship accounts. <p><u>Hardship Accounts Established During or After 2024</u></p> <ul style="list-style-type: none"> Customers were not informed of their right to have their bill redirected at no cost to an alternative address, including email, highlighting a gap in customer communication and adherence to policy requirements, for 8 out of 10 hardship accounts. <p><i>Note: Obligation no. 204 was removed from the WA Gas Trading Licence obligations as of 2024.</i></p>
<p>250</p>	<p>Energy Coordination Act section 11M Compendium clause 10.11(2) / 57(2) A retailer and, if appropriate, a distributor must include on a relevant document in relation to residential customers;</p> <ul style="list-style-type: none"> the telephone number for interpreter services, identified by the National Interpreter Symbol; and the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment. 	<p><i>Non-Compliance and Control Deficiency – B 2</i> Origin reported in its Compliance Report for the period of 1 July 2023 to 30 June 2024 that it did not include the required national relay and interpreter service information on reminder notices. This was an omission made during the migration of customers from Origin's legacy SAP software to the new Kraken system.</p> <p>Corrective actions were implemented effective 25 June 2024, where reminder notices now include the required information.</p>
<p>254 (2020-2023 Only)</p> <p>257A (2024 Only)</p>	<p>Energy Coordination Act section 11M Compendium clause 12.1(3)(a) When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process).</p> <p>Energy Coordination Act section 11M Compendium clause 61 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 customer, the information detailed in subclause 61(b)(i) - (iii).</p>	<p><i>Non-Compliance and Control Deficiency – B 2</i> Our sample testing of 25 complaints (12 raised prior to 2024 and 13 raised during or after 2024) noted the following exceptions:</p> <p><u>Complaints Raised Prior to 2024</u> 5 out of 12 complaints raised prior to 2024 lacked evidence confirming resolution to the customer's satisfaction. In all 5 instances, Origin personnel did not inform customers of their right to escalate the complaint to a senior employee or to refer the matter to the Gas Ombudsman or another external dispute resolution body, including providing the Free call telephone number.</p> <p><i>(Continue to next page)</i></p>

Independent Assurance Report – WA Gas Trading License Audit (Cont.)

Summary of Findings		
Obligation No.	Licence Obligation	Findings
254 (2020-2023 Only) 257A (2024 Only) (Cont.)	As above.	<i>(Continued from previous page)</i> <u>Complaints Raised During or After 2024</u> 3 out of 13 complaints raised during or after 2024 lacked evidence confirming resolution to the customer's satisfaction. In all 3 instances, Origin personnel did not inform customers of their right to escalate the complaint to the Gas Ombudsman or another external dispute resolution body, nor did they provide the Free call telephone number. <i>Note: Obligation 254 was removed from the WA Gas Trading Licence obligations as of 2024.</i>
255 (2020-2023 Only)	Energy Coordination Act section 11M Compendium clause 12.1(3)(b) When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Free call telephone number of the gas ombudsman.	Refer to obligations 254 and 257A above.

We approve the audit report and confirm the audit report is an accurate presentation of our findings and qualified opinion.

Signed:



JM Imbert

Partner, Risk Advisory

RSM Australia Pty Ltd
 Level 27, 120 Collins Street
 Melbourne, VIC 3000

4 February 2026

4. Detailed Findings

Each Licence obligation was assessed based on their Audit Priority which determined the audit objectives, the nature and extent of the audit procedures required (as outlined in the Audit Plan). In accordance with the Audit Plan, testing ranged from confirmation of existing controls via observation and walkthrough testing with key staff, walkthrough of each control to source documentation controls to confirmation of existing controls via observation, review of compliance reports and breach register and discussions with key personnel.

The table below details how Origin addressed their Licence obligations where the following observations and recommendations are presented in sub-sections for each of the relevant Codes and Regulations as detailed below:

- **Section 4.1** – Energy Coordination Act 1994
- **Section 4.2** – Energy Coordination (Gas Tariffs) Regulations 2000
- **Section 4.3** – Energy Coordination (Customer Contracts) Regulations 2004
- **Section 4.4** – Gas Marketing Code of Conduct
- **Section 4.5** – Compendium of Gas Customer Licence Obligations

It is noted that Licence obligations that were assessed as 'Not Applicable' for the audit period have not been included in the detailed findings below in accordance with the ERA Guidelines.

Each section contains:

- **Assessment of compliance and control adequacy** – the conclusions from our audit procedures and our assessment of Origin's compliance with the applicable obligations;
- **Findings** – our understanding of the process and any issues that have been identified during the audit; and
- **Recommendations** – recommendations for improvement or enhancement of the process or control.

4. Detailed Findings (Cont.)

4.1 Energy Coordination Act 1994

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements			
1	Energy Coordination Act section 11Q (1-2)	<p>A licensee must pay the applicable fees in accordance with the Economic Regulation Authority (Licensing Funding) Regulations 2014 clauses 6 & 7.</p> <p>Note: The Energy Coordination (Licensing Fees) Regulations 1999 was repealed on 1 January 2015</p>	<p>Through discussions with the Retail Market Finance Manager, and the examination of annual invoices and remittances for the audit period, we confirmed the existence of the following controls:</p> <ul style="list-style-type: none"> Following receipt of the applicable invoice from the ERA, payment is made in accordance with Origin's accounts payable process. If an invoice for applicable fee is not sent by ERA, the Retail Finance team utilises the formula specified in regulation 7 of the ERA (Licensing Funding) Regulations 2014 to calculate outstanding charges. In any case, the Retail Finance team ensures the payment of applicable fee is made within one month after each anniversary of the day on which the licence was granted. <p>Additionally, we were able to confirm that applicable Origin licence fees due were paid in accordance with the Regulations (within one month of the licence anniversary).</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
2	Energy Coordination Act section 11WG (1)	<p>A licensee must, subject to the regulations, not supply gas to a customer other than under a standard form contract approved by the ERA or a non-standard contract that complies with the Act.</p>	<p>Walkthroughs conducted with the Legal and Compliance Team, to sight each control used to set up a customer account in the Kraken System, confirmed that:</p> <ul style="list-style-type: none"> Origin supplies gas to its customers using a Standard or Non-Standard Form Contract. Small use residential customers are supplied gas under the Standard Form Contract. Origin also offers a Non-Standard Contract to supply gas at discounted rates. The latest version of the contracts were effective July 2024 and Terms and Conditions were reviewed and approved by the Legal Team and subsequently by the ERA. The latest Contract is located on ERA website. There was no other customer contract in place besides Standard and Non-Standard Contracts during the audit period. <p>We also obtained and reviewed Origin's Standard Form Contract and Non-Standard Contract and tested that both contracts addressed the requirements of the Energy Coordination Act, Section 11WG (1), without exception.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
3	Energy Coordination Act section 11WG (2)	<p>A Licensee must comply with a direction given to the Licensee under section 11WI.</p>	<p>Clause 25 of Origin's Standard Form Contract states that any variation to the Standard Form Contract will be approved by the ERA and that Origin will publish the amended agreement as required by the Regulatory Requirements.</p> <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.1 Energy Coordination Act 1994 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements (Cont.)			
3	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p>Through the confirmation received from Origin's Manager, Retail Compliance and review of the webpage 'Standard Form Contracts' on ERA's website, we determined that the Standard Form Contract was last updated in July 2024 in alignment with Origin's contract review cycle. The revised contract was reviewed and approved by the Legal Team and the ERA and published on the ERA website.</p>
		Priority 4	
4 (2020 only)	Energy Coordination Act section 11WK (1-2)	Gas is deemed to be supplied under the standard form contract if a customer commences to take a supply of gas at premises without entering into a contract with the holder of a trading license.	<p>Origin has a Disconnection Checklist - Vacant Consumption Manual (established in 2014 and last reviewed 2022) which provides detailed guidance on the process for identifying unauthorised consumption of gas and the process of entering such individuals into a supply agreement (including Welcome Letter, Unauthorised Usage Letters and Disconnection Warnings).</p> <p>Through discussions with the Manager, Retail Compliance and examination of the vacant consumption processes, we noted that customers who consume gas without making arrangements with Origin are supplied gas under the Standard Form Contract, which would continue to remain in force, unless:</p> <ul style="list-style-type: none"> The customer is subsequently converted to the non-standard contract, on request of the customer. The customer is disconnected from Origin, either as a result of customer's own request or under the process of Disconnection for Non-Payment (DNP process).
		Priority 5	
5 (2020 only)	Energy Coordination Act section 11WK (3)	A standard form contract continues in force until it is terminated, or supply becomes subject to a non-standard contract with the supplier.	<p>From examination of the Origin's Standard Contract we confirmed the following:</p> <ul style="list-style-type: none"> The customer remains under the Standard Contract conditions until the customer explicitly requests to be disconnected or terminated; The Contract is in place for a period of one year unless the customer or Origin ends the contract earlier; and In the event the customer is still consuming gas after 1 year, the contract will be automatically renewed for an additional one-year period, and so on, until ended by the customer or Origin.
		Priority 5	
10	Energy Coordination Act section 11ZA (1)	A licensee must provide the ERA with a performance audit by an independent expert acceptable to the ERA within 24 months of commencement and every 24 months thereafter (or longer if the ERA allows).	<p>Origin engaged RSM as the independent auditor for the Performance Audit for the period of 1 June 2022 to 31 May 2025. This extended audit period has been approved by the ERA.</p> <p>RSM commenced its audit in June 2025 with the aim of delivering the final report on 10 November 2025.</p> <p>Origin confirmed that the ERA notified Origin of the Performance Audit in advance by directly notifying their Manager Retail Compliance. It was confirmed that the ERA allowed Origin to conduct this Performance Audit more than 24 months after the previous Performance Audit.</p>
		Priority 4	

4. Detailed Findings (Cont.)

4.1 Energy Coordination Act 1994 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
9 Licence Compliance Requirements (Cont.)					
11	Energy Coordination Act section 11ZAF(a)	A licensee must submit a draft last resort supply plan to the ERA within 3 months (or longer if the ERA allows) of being designated with that role.	Priority 5	Control Adequacy: N/P	Compliance Rating: N/R
12	Energy Coordination Act section 11ZAF(b)	A licensee must consult with the ERA with a view to obtaining approval of its draft last resort supply plan.	Priority 5	Control Adequacy: N/P	Compliance Rating: N/R
13	Energy Coordination Act section 11ZAF(c)	A licensee must carry out the arrangements and other provisions in the approved last resort supply plan if it comes into operation.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R
14	Energy Coordination Act section 11ZAH (2)	A licensee must submit any proposed amendment to its last resort supply plan to the ERA for approval.	Priority 5	Control Adequacy: N/P	Compliance Rating: N/R
15	Energy Coordination Act section 11ZAJ	A licensee, who is designated as a supplier of last resort, must perform the functions of the supplier of last resort and carry out the arrangements and provisions of the last resort supply plan if it comes into operation.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R
16	Energy Coordination Act section 11ZAJ Energy Coordination (Customer Contracts) Reg 38A (4)	A licensee (supplier of last resort) must supply a transferred customer for at least 3 months after the date of transfer unless the transferred customer terminates the contract.	Priority 5	Control Adequacy: N/P	Compliance Rating: N/R
Discussions with the Compliance Advisor confirmed that the ERA did not designate Origin as a supplier of last resort for any areas in Western Australia.					

4. Detailed Findings (Cont.)

4.1 Energy Coordination Act 1994 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements (Cont.)			
17	Energy Coordination Act section 11ZK (3)	A licensee must pay the costs and expenses incurred in the taking of an interest or easement in respect of land held by a public authority.	The Group Manager, Retail, Legal, Compliance and Origin Zero confirmed that Origin did not take interest or easement in respect of land held by a public authority during the audit period.
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>	
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R	
19 (2020 only)	Energy Coordination Act section 11ZOC(1)(b)	A licensee that sells gas that is transported through a distribution system must be a member of an approved retail market scheme if a scheme is in force.	Discussions with the Compliance Advisor and observation of the website of the Australian Energy Market Operator (“AEMO”), which is the administrator of the retail market scheme in Western Australia, we confirmed that Origin was a member of AEMO’s WA Gas Retail Market for the duration of the audit period.
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
20 (2020 only)	Energy Coordination Act section 11ZOV (1)	A licensee must not engage in prohibited conduct relating to the operation of a retail market scheme.	Discussions with the Compliance Advisor and the Manager Retail Compliance confirmed that Origin has not engaged or assisted any other party to engage in any prohibited conduct during the audit period. Review of Service order requests of MIRN (“Metering Installation Registration Number”) standing data in July 2022 confirmed Origin’s registration and accreditation was active and not revoked due to prohibited conduct during the audit period.
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
21 (2020 only)	Energy Coordination Act section 11ZOV (2)	A licensee must not assist another party to engage in prohibited conduct relating to the operation of a retail market scheme.	Review of AEMO’s gas market participants register published on AEMO’s website confirmed Origin’s ongoing participation as a Western Australia retailer.
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
22 (2020 only)	Energy Coordination Act section 11ZOZ (3)	A licensee, as a member of a retail scheme, must comply with a direction given to it by the ERA to amend the scheme, and to do so within a specified time.	The Compliance Advisor confirmed that Origin have not been given a direction by the ERA to amend the scheme within the audit period.
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	

4. Detailed Findings (Cont.)

4.2 Energy Coordination (Gas Tariffs) Regulations 2000

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Gas Tariffs) Regulations 2000			
24	Energy Coordination Act section 11ZQH (a)	The Licensee must not supply gas to customers unless the Licensee is a member of an approved Gas Industry Ombudsman Scheme.	<p>Discussions with the Manager Retail Compliance and Compliance Advisor, and review of the Energy and Water Ombudsman WA website and annual reports, confirmed that Origin are compliant with the Energy Coordination Act, Section 11ZQH as:</p> <ul style="list-style-type: none"> Origin have been registered with the WA scheme since 30 June 2017 as per Energy and Water Ombudsman Annual Report 2016-17; Origin is a gas industry member of the approved Gas Industry Ombudsman Scheme in WA (and has been since market entry); and Origin is compliant with the decisions and directions of the gas industry ombudsman.
		Priority 4 Control Adequacy: N/P Compliance Rating: 1	
24A	Energy Coordination Act section 11ZQH (b)	The Licensee must not supply gas to customers unless the Licensee is bound by, and compliant with, any decision or direction of the gas industry ombudsman.	<p>Discussions with the Manager Retail Compliance and Compliance Advisor, and review of the Energy and Water Ombudsman WA website and annual reports, confirmed that Origin are compliant with the Energy Coordination Act, Section 11ZQH as:</p> <ul style="list-style-type: none"> Origin have been registered with the WA scheme since 30 June 2017 as per Energy and Water Ombudsman Annual Report 2016-17; Origin is a gas industry member of the approved Gas Industry Ombudsman Scheme in WA (and has been since market entry); and Origin is compliant with the decisions and directions of the gas industry ombudsman.
		Priority 4 Control Adequacy: N/P Compliance Rating: 1	
29	Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 Reg. 5(1)	A Licensee supplying gas in an area referred to in Regulation 3(a), (b), or (c) is required to have at least one capped tariff for any supply of gas in that area.	<p>Discussions with the Group Manager, Retail Strategy, Pricing and Optimisation and review of Origin's website, confirmed that Origin supplies gas to the Mid-West / South-West areas of WA.</p> <p>Review of Origin's Kraken System noted that the Mid-West / South-West area of WA has a specific pricing zone code to ensure that a capped tariff, not exceeding the regulated price cap is applied to all gas supplied in that area. This capped tariff pricing is applied to all residential and non-residential customers during the audit period.</p>
		Priority 4 Control Adequacy: N/P Compliance Rating: 1	
31	Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 6(4)	When offering to supply gas to a new customer under a standard form contract, a Licensee is to offer to supply gas at a capped tariff.	<p>Discussion with the Group Manager - Retail Strategy, Pricing and Optimisation and review of Origin's Standard and Non-Standard Form Contracts, noted that all customers are offered a capped tariff or time-of-use tariff depending on their plan selection when electing to commence a contract with Origin.</p> <p>Review of the Kraken System noted that specific pricing zone codes are configured to ensure that the capped tariff is applied.</p>
		Priority 4 Control Adequacy: N/P Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004						
32	Energy Coordination (Customer Contracts) Reg 12(2)	<p>Except in prescribed circumstances, a non-standard contract must prohibit the licensee from disconnecting supply or causing disconnection to occur if —</p> <p>(a) a customer has provided to the licensee a written statement from a medical practitioner to the effect that supply is necessary in order to protect the health of a person who lives at the customer's supply address; and</p> <p>(b) the customer has entered into arrangements acceptable to the licensee in relation to payment for gas supplied.</p>	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the requirements outlined in this obligation within Section 17:</p> <p><i>"We will not arrange for disconnection of your gas supply in the following circumstances:</i></p> <ul style="list-style-type: none"> ▪ <i>for health reasons where you have:</i> <ul style="list-style-type: none"> - <i>given us a written statement from a medical practitioner to the effect that supply is necessary in order to protect the health of a person who lives at your Supply Address; and</i> - <i>you have entered into arrangements acceptable to us in relation to payment for gas supplied."</i> <p>We also noted that from April 2023, Origin revised its processes to ensure that customers are no longer subject to disconnection due to non-payment by Western Australia customers.</p>			
		<table border="1"> <tr> <td style="background-color: #ffcccc;">Priority 5</td> <td style="background-color: #cccccc;">Control Adequacy: N/P</td> <td style="background-color: #ccffcc;">Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
33	Energy Coordination (Customer Contracts) Reg 12(4) (a)	<p>A non-standard contract must require the licensee, before disconnecting supply for non-payment of a bill, to give a written reminder notice to a customer not less than 14 business days after the day on which a bill was issued advising the customer that payment is overdue and requiring payment to be made on or before the day specified in the reminder notice (being a day not less than 20 business days after the billing day).</p>	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 18:</p> <p><i>"Before we disconnect you, we will:</i></p> <ul style="list-style-type: none"> ▪ <i>give you a written reminder notice not less than 14 Business Days after the date on which the bill was issued, telling you that your payment is overdue and requiring you to pay by a specified date (at least 20 Business Days after the date on which the bill was issued)</i> <p>This applies to customers who have not paid their bill including the customer who has not agreed to or not adhered to an instalment plan or other payment option.</p> <p>We also noted that from April 2023, Origin has revised its processes to ensure that customers are no longer subject to disconnection due to non-payment by Western Australia customers.</p>			
		<table border="1"> <tr> <td style="background-color: #ffcccc;">Priority 5</td> <td style="background-color: #cccccc;">Control Adequacy: N/P</td> <td style="background-color: #ccffcc;">Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
34	Energy Coordination (Customer Contracts) Reg 12(4) (b)	<p>A non-standard contract must require the licensee, before disconnecting supply for non-payment of a bill, to give a disconnection warning to a customer not less than 22 business days after the billing day advising the customer that disconnection will occur unless...</p> <p><i>(Continue to next page)</i></p>	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 18.</p> <p><i>(Continue to next page)</i></p>			

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004						
34	As above.	<p><i>(Continued from previous page)</i></p> <p>... payment is made on or before the day specified in the disconnection warning (being a day not less than 10 business days after the day on which the disconnection warning is given).</p>	<p><i>(Continued from previous page)</i></p> <p>Per the contract when a customer has not paid their bill by the due date on the reminder notice, Origin will perform the following before disconnection:</p> <ul style="list-style-type: none"> a written disconnection warning notice not less than 22 business days after the date on which the bill was issued, telling the customer that they will be disconnected unless they pay by a specified date (at least 10 business days after the date the disconnection warning was given) We also noted that from April 2023, Origin has revised its processes to ensure that customers are no longer subject to disconnection due to non-payment by Western Australia customers. 			
		<table border="1"> <tr> <td style="background-color: #f8d7da;">Priority 5</td> <td style="background-color: #d6d8db;">Control Adequacy: N/P</td> <td style="background-color: #d4edda;">Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
35	Energy Coordination (Customer Contracts) Reg 12(5) (a)	<p>A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for non-payment of a bill if the customer pays the overdue amount or makes an arrangement for its payment and the customer has paid any applicable reconnection fee.</p>	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matters outlined in these obligations within Section 19:</p> <p><i>"If your gas supply has been disconnected, you must not reconnect it at your meter without our permission. If you ask us to, we must reconnect your gas supply if:</i></p> <ul style="list-style-type: none"> <i>within 10 Business Days after disconnection for non-payment of a bill, you pay the overdue amount or make an arrangement with us for its payment;</i> <i>within 10 Business Days after disconnection for denial of access to a meter, you provide access to the meter;</i> <i>within 10 Business Days after disconnection for illegal use of gas, you stop using gas illegally and pay for the gas used or make an arrangement with us to do so; and</i> <i>Before we reconnect you, you must pay us any reconnection fee or agree an instalment plan for that fee with us."</i> 			
		<table border="1"> <tr> <td style="background-color: #f8d7da;">Priority 5</td> <td style="background-color: #d6d8db;">Control Adequacy: N/P</td> <td style="background-color: #d4edda;">Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
36	Energy Coordination (Customer Contracts) Reg 12(5) (b)	<p>A non-standard contract must require the Licensee to reconnect supply to a customer within 10 business days after disconnection for denial of access to a meter, if the customer provides access to the meter and the customer has paid any applicable reconnection fee.</p>	<ul style="list-style-type: none"> <i>within 10 Business Days after disconnection for non-payment of a bill, you pay the overdue amount or make an arrangement with us for its payment;</i> <i>within 10 Business Days after disconnection for denial of access to a meter, you provide access to the meter;</i> <i>within 10 Business Days after disconnection for illegal use of gas, you stop using gas illegally and pay for the gas used or make an arrangement with us to do so; and</i> <i>Before we reconnect you, you must pay us any reconnection fee or agree an instalment plan for that fee with us."</i> 			
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Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
37	Energy Coordination (Customer Contracts) Reg 12(5) (c)	<p>A non-standard contract must require the Licensee to reconnect supply to a customer within 10 business days after disconnection for unlawful consumption of gas, if the customer pays for the gas consumed and the customer has paid any applicable reconnection fee.</p>	<p>We also noted that from April 2023, Origin has revised its processes to ensure that customers are no longer subject to disconnection due to non-payment by Western Australia customers.</p>			
		<table border="1"> <tr> <td style="background-color: #f8d7da;">Priority 5</td> <td style="background-color: #d6d8db;">Control Adequacy: N/P</td> <td style="background-color: #d4edda;">Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)						
38	Energy Coordination (Customer Contracts) Reg 12(5) (d)	A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for refusal to pay a security deposit, if the customer pays the security deposit and the customer has paid any applicable reconnection fee.	Origin does not request or require customers to pay security deposits in relation to WA gas contracts. As such, this obligation is not applicable.			
		<table border="1"> <tr> <td style="background-color: #f8d7da;">Priority 5</td> <td style="background-color: #d6d8db;">Control Adequacy: N/P</td> <td style="background-color: #d6d8db;">Compliance Rating: N/R</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: N/R	
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R				
39	Energy Coordination (Customer Contracts) Reg 12(5) (e)	A non-standard contract must require the Licensee to reconnect supply to a customer within 20 business days after disconnection in an emergency situation or for health, safety or maintenance reasons, if the situation or problem giving rise to the need for disconnection has been rectified, and if the customer has paid any applicable reconnection fee.	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 19:</p> <p>"If your gas supply has been disconnected, you must not reconnect it at your meter without our permission. If you ask us to, we must <i>reconnect your gas supply if:</i></p> <ul style="list-style-type: none"> <i>within 20 Business Days after disconnection in an emergency situation or for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified; and</i> <i>Before we reconnect you, you must pay us any reconnection fee or agree an instalment plan for that fee with us."</i> <p>We also noted that, from April 2023, Origin has revised its processes to ensure that customers are no longer subject to disconnection due to non-payment by Western Australia customers.</p>			
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Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
40 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clause 5.1.1.2	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a customer who is unable to pay until: alternative payment options have been offered to the customer; the customer is given information on government funded concessions; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it.	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 18:</p> <p><i>"before we disconnect you, we will:</i></p> <ul style="list-style-type: none"> <i>give you a written reminder notice not less than 14 Business Days after the date on which the bill was issued, telling you that your payment is overdue and requiring you to pay by a specified date (at least 20 Business Days after the date on which the bill was issued);</i> <i>if you do not pay by that date, give you a written disconnection warning notice not less than 22 Business Days after the date on which the bill was issued, telling you that you will be disconnected unless you pay by a specified date (at least 10 Business Days after the date the disconnection warning was given);</i> <p><i>(Continue to next page)</i></p>			

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
40 (2020 & 2022)	As above.	As above. Priority 5 Control Adequacy: N/P Compliance Rating: 1	<i>(Continued from previous page)</i> <ul style="list-style-type: none"> if you are a Residential Customer: <ul style="list-style-type: none"> offer you an instalment plan or other alternative payment option (if we have not already done so); and give you information about government concessions. if you are a Business Customer, offer you an extension of time to pay; <ul style="list-style-type: none"> use our best endeavours to contact you. For all customers <ul style="list-style-type: none"> not disconnect you until at least 1 Business Day after the date we say we will do so in the disconnection warning notice; and If we offer you an instalment plan or other alternative payment option as contemplated above, we will not disconnect you if you accept our offer, unless, after doing so you do not take any reasonable action towards settling the debt within the time specified in the offer.
41 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.1.3	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a business customer until: it has used its best endeavours to contact the customer; it has offered the customer an extension of time to pay the bill; and it has provided the customer a written notice of its intention to disconnect at least 5 business days' notice prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it. Priority 5 Control Adequacy: N/P Compliance Rating: 1	
42 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.2.1 & 5.1.2.2	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a customer who denies access to a meter until: the customer has refused access on at least 3 concurrent billing cycles, the customer is given the option to offer alternative access arrangements; the customer is provided written advice on each occasion access was denied; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date. Priority 5 Control Adequacy: N/P Compliance Rating: 1	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 16: <i>"if your meter has not been able to be read for the purposes of issuing three consecutive bills due to a lack of access to the Supply Address. We can only arrange for disconnection in this instance if we have:</i> <ul style="list-style-type: none"> given you a chance to offer reasonable alternative access arrangements; on each occasion that your Supply Address could not be accessed, given you 5 Business Days' written notice of the next scheduled meter reading and requested access to the meter at that time; and used our best endeavours to contact you and given you 5 Business Days' notice of our intention to arrange for disconnection."

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
43 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clauses 5.1.3.1 & 5.1.3.2	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect or interrupt supply to a customer in the event of an emergency, and if so, the licensee or distributor will provide a 24 hour information service, estimate the time when gas supply will be restored and use best endeavours to restore supply when the emergency is over.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 16. Per the contract, Origin may arrange for disconnection of the customer's gas supply in the following circumstances, unless they are prohibited from doing so under the Regulatory Requirements or that Origin say they will not: In an emergency, but in this case the customer's Distributor will provide, by way of a 24-hour emergency line, information on the nature of the emergency and an estimate of the time when supply will be restored and use best endeavours to reconnect you as soon as possible.
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1
44 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clauses 5.1.4.1 & 5.1.4.2	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect supply for health and safety reasons but will not do so unless the licensee or distributor has provided the customer written notice of the reason; allow the customer 5 business days to remove the reason where the customer is able to; and after the 5 business days issued a notice to the customer of its intention to disconnect supply at least 5 business days' notice prior to the disconnection date.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 16. <i>"We may arrange for disconnection of your gas supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements:</i> <ul style="list-style-type: none"> ▪ <i>for health and safety reasons, so long as, except in an emergency or where there is a need to reduce the risk of fire or where required by the Regulatory Requirements:</i> <ul style="list-style-type: none"> - <i>we give you written notice of the reasons;</i> - <i>we've given you 5 Business Days to remove the reason (where you are able to do so); and</i> ▪ <i>at the end of the 5 Business Days we give you another 5 Business Days' notice of our intention to disconnect you.</i>
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1
45 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.5.1 & 5.1.5.2	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect supply for planned maintenance but will not do so unless the licensee or distributor has provided the customer 4 days' notice; and will use best endeavours to minimise disruption and restore supply.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 15. <i>"Where your Distributor intends to undertake inspections, repairs, testing or maintenance of the distribution system at your Supply Address they'll give you notice of this, except in an emergency, where they suspect you're using gas illegally or for routine meter replacements. Unless you agree to a shorter period, the notice period will be:</i> <i>(Continue to next page)</i>

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
45 (2020 & 2022)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> four days for planned maintenance at your Supply Address or on the distribution system, or such longer period specified by the Regulatory Requirements; for any other work, at least 24 hours or such longer period specified by the Regulatory Requirements. <p>- Origin will use its best endeavours to minimise interruptions to the customers gas supply due to planned maintenance or augmentation and restore the customers gas supply as soon as practicable.</p>
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	
46 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.7.2	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply for failure by a customer to pay a refundable advance without giving a written notice to the customer of its intention to disconnect at least 5 business days prior to the disconnection date.	Discussions with the Compliance Advisor, confirmed that Origin does not require customers to pay a refundable advance. Hence this is not applicable for Origin.
		Priority 5 Control Adequacy: N/P Compliance Rating: N/R	
47 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(a)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply where the bill owing is less than the average bill over the past 12 months and the customer has agreed to pay.	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 17:</p> <p><i>"We will not arrange for disconnection of your gas supply:</i></p> <ul style="list-style-type: none"> <i>where the amount outstanding is less than an average bill over the last 12 months and you have agreed with us to repay the amount."</i>
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	
48 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(b)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply where the issue is the subject of complaint by the customer and is being reviewed externally and is not resolved.	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 17:</p> <p><i>"We will not arrange for disconnection of your gas supply:</i></p> <ul style="list-style-type: none"> <i>if you have made a complaint which remains unresolved and the complaint is directly related to the reason for the proposed disconnection."</i>
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
49 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(c)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply where an application for a government concession has not been decided.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 17: <i>"We will not arrange for disconnection of your gas supply:</i> <ul style="list-style-type: none"> <i>where you have made an application for a government concession or grant and the application has not been decided. However this clause does not apply to applications for gas concessions as these are made through your electricity retailer."</i>
		Priority 5	
50 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(d)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply where a customer has failed to pay a debt that is not a direct service charge.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 17: <i>"We will not arrange for disconnection of your gas supply:</i> <ul style="list-style-type: none"> <i>after 3pm on a weekday; or</i> <i>on a Friday, a weekend, a public holiday or the day before a public holiday...</i> <i>where you have failed to pay an amount on a bill which does not relate to the supply charge, energy usage charge or other charges contemplated by the Regulatory Requirements;</i>
		Priority 5	
51 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(e) and (f)	A non-standard contract must include provisions that ensure that the Licensee will not disconnect supply after 3pm on a weekday; and not on a Friday, weekend or public holiday or on the day before a public holiday unless it is a planned interruption.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 17: <i>"We will not arrange for disconnection of your gas supply:</i> <ul style="list-style-type: none"> <i>after 3pm on a Business Day, we will ask the Distributor to reconnect you as soon as possible on the next Business Day"</i>
		Priority 5	
52 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.2.2.2	A non-standard contract must include provisions that ensure that if a Licensee is under an obligation to reconnect supply and the customer makes a request for reconnection after 3pm on a business day, the Licensee shall use best endeavours to reconnect the customer as soon as possible on the next business day.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that Origin addresses the matter outlined in this obligation within Section 17: <i>"We will not arrange for disconnection of your gas supply:</i> <ul style="list-style-type: none"> <i>after 3pm on a Business Day, we will ask the Distributor to reconnect you as soon as possible on the next Business Day"</i>
		Priority 5	

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
53	Energy Coordination (Customer Contracts) Reg 13 (1), AGA Code Clause 4.4.6.2 / Regulation 13	A non-standard contract which includes a benefit change must include provisions that require the licensee to inform the customer not more than 40 business days and not less than 20 business days before the date of the benefit change of the benefit change; the options for supply available to the customer after the date of the benefit change and the manner in which this information is required to be given to the customer.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract, noted that the Agreement may include an Energy Plan. An Energy Plan generally includes benefits or features for a limited time such as 12 or 24 months. As per Section 8 of the Non-Standard Form Contract: <ul style="list-style-type: none"> If the Agreement includes an Energy Plan with benefits and Origin vary the benefits (or benefits expire) before the Energy Plan ends, Origin will notify the customer between 20 and 40 Business Days before the date of the benefit variation or expiry. The notice will provide details of the benefit change and explain the options for gas supply after the benefit change. 	
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>		Priority 5
Priority 5	Control Adequacy: N/P	Compliance Rating: 1		
54 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 13 (3)	A non-standard contract must require the Licensee to place refundable advances in separate trust accounts and separately identify the amounts in its accounting records.	Discussions with the Compliance Advisor confirmed that Origin does not require customers to pay a refundable advance. Hence, this is not applicable for Origin.	
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>		Priority 5
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R		
55 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 13 (4)	A non-standard contract must require the Licensee to return interest earned on refundable advances accounts to customers.		
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>	Priority 5	Control Adequacy: N/P
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R		
55A (2023 Onwards)	Energy Coordination (Customer Contracts) Reg 44A	A non-standard contract entered into by a residential customer must not state that the residential customer is required to pay a security deposit to the licensee.		
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>	Priority 5	Control Adequacy: N/P
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4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
55B (2023 Onwards)	Energy Coordination (Customer Contracts) Reg 44B (1)-(3)	<p>A non-standard contract must state whether or not the customer is required to pay a security deposit to the licensee. If the customer is required to pay a security deposit, the non-standard contract must state:</p> <ul style="list-style-type: none"> the method used to calculate the amount of any security deposit; the maximum amount that the licensee may require the customer to pay as a security deposit; the circumstances in which the license may apply the security deposit towards amounts owed by the customer; and the circumstances in which the licensee must repay the security deposit to the customer. 	Discussions with the Compliance Advisor confirmed that Origin does not request or require customers to pay security deposits in relation to WA gas contracts. Hence, this obligation is not applicable.
		<table border="1"> <tr> <td style="background-color: #f8d7da;">Priority 5</td> <td style="background-color: #d6d8db;">Control Adequacy: N/P</td> <td style="background-color: #d6d8db;">Compliance Rating: N/R</td> </tr> </table>	
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R	
55C (2023 Onwards)	Energy Coordination (Customer Contracts) Reg 44B (4)	<p>For the purposes of this regulation, regulations 38D (2), (3), (4) and (5), 38F, 38I and 38J apply as if any reference in those provisions to a standard form contract include a reference to a non-standard contract</p>	<p>Discussions with the Compliance Advisor noted that Origin does not require customers to pay Security Deposits or undertake a credit history review under the Non-Standard Form Contract.</p> <p>Our review of the Non-Standard Form Contract noted that Origin addresses the matter of complaints procedures and Energy Ombudsman details within Section 33 – Customer Service and Complaints: <i>“We’ll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures (including the Australian Standard on Complaints Handling (AS 10002:2022)) which you can find at www.originenergy.com.au.</i></p> <p><i>You can also ask us to send you a copy as well as for more information about our complaints procedures and the Energy Ombudsman. If you are not satisfied with the way your complaint has been resolved, you may raise the complaint to a higher level within our management structure and if you’re still not satisfied you may be entitled to contact the energy ombudsman”.</i></p>
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Priority 5	Control Adequacy: N/P	Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
56	Energy Coordination (Customer Contracts) Reg 14 (2)	Subject to Regulation 14(3), a non-standard contract must require the customer to pay a charge for gas supplied; inform the customer that the supply charge is either for residential or non-residential supply; inform the customer that the supply charge includes a specified fixed component and specified usage component require the customer to pay the non-residential charge unless the customer qualifies to pay the residential charge; and describe the circumstances in which a customer qualifies for the residential charge.	<p>Discussions with the Compliance Advisor and our examination of the Non-Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 7. The charges include the amounts for the sale and supply of gas described below:</p> <ul style="list-style-type: none"> Supply charges – daily charges, regardless of how much gas you use. These charges are published by us on our website. The current charges are set out in your Details section. Energy usage charges – charges based on the amount of gas you use. These charges are published by us on our website. The current charges are set out in your Details section. If the customer is a small customer (less than 1TJ per annum), the supply charge and energy usage charges are either residential or non-residential charges. The customer must pay the residential charges if they are a residential customer and the non-residential charges. If they are not a residential customer. <p>Through observation of Origin's training materials, customer welcome packs and publicly available information on the Origin website, determined that Origin provides a breakdown of supply charges by contract type.</p>
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1
57	Energy Coordination (Customer Contracts) Reg 14 (3), AGA Code Clauses 4.1.2.1 & 4.1.2.2 / Reg 14(3)	A non-standard contract must describe the way in which the licensee publishes its supply charges and gives notice of variations to its supply charges.	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract noted that:</p> <ul style="list-style-type: none"> Origin will provide notice of variation by a message on the customer bill, and this will be notified to the customer no later than the next bill after the variation. For Small Customer, Origin will also give notice of any variation to the Charges by publishing the new charges on Origin's website. Unless the customer is under an Energy Plan (which includes fixed amounts), charges will be based on customer usage.
		Priority 5	Control Adequacy: N/P
			Compliance Rating: 1
58 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 14, AGA Code Clause 4.1.3.1 & 4.1.3.2	A non-standard contract must include provisions that ensure that a licensee give notice of a variation in tariffs charged and provide these notices to customers affected by the change no later than the next bill.	<p>The Non-Standard Contract states that Origin provides notice of variations to tariffs and the date which the variation takes effect. This notice is provided at least 5 business days before the variation comes into effect. Further, the Non-Standard Contracts state that Origin provides information of any tariffs available to the customer (if applicable).</p> <p>However, our review noted there were no changes to tariffs as Origin does not offer any alternative tariffs. Hence, this obligation is not applicable.</p>
		Priority 5	Control Adequacy: N/P
			Compliance Rating: N/R

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)						
59	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.1 / Reg 15	A non-standard contract must include the procedures to be followed by the licensee in relation to the preparation, issue and review of customer's bills.	Review of the Non-Standard Contract confirmed that Sections 9 'Billing' and Section 12 'Reviewing Your Bill' includes procedures for the preparation, issue and review of customer bills.			
		<table border="1"> <tr> <td style="background-color: #f080f0;">Priority 5</td> <td style="background-color: #d3d3d3;">Control Adequacy: N/P</td> <td style="background-color: #90ee90;">Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
60 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.3.1, 4.2.3.2 & 4.2.3.3	A non-standard contract must include provisions that ensure that a licensee prepare a bill in accordance with the terms specified in the AGA code, including the inclusion of any refundable advance.	<p>Review of the Non-Standard Contract noted that Section 11 states that the bill will include the following:</p> <ul style="list-style-type: none"> ▪ the dates and values of your previous and current meter readings or estimates. ▪ the customer's usage, or estimated usage; ▪ the number of days covered by the bill; ▪ the customer's charges; ▪ the customer's meter or property number; ▪ the amount due; ▪ the due date; ▪ a summary of the payment methods and instalment payment options available. ▪ the customer's supply address and any relevant mailing address; ▪ the customer's name and account number; ▪ a statement that the late payment fee may apply for payments after the due date; ▪ the average daily usage and cost; ▪ the amount of arrears or credit; ▪ details of any security deposit the customer has provided. ▪ the amount of any other charge and details of the service provided. ▪ if the customer is a Residential Customer, a reference to any concessions available to the customer and any Government concessions that may be available; ▪ the telephone number for billing and payment enquiries; <p><i>(Continue to next page)</i></p>			

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
60 (2020 & 2022)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> a 24-hour contact telephone number for faults and emergencies; and that the customer may ask to have your meter tested so long as, if we ask the customer to, the customer first pay the fee for doing so and that the fee will be refunded if the meter is not found to be working accurately; the availability of interpreter services; and a telephone number to contact if the customer is experiencing financial difficulties.
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	
61 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.3.2	A non-standard contract must include provisions that ensure that a licensee apply payments received from a customer as directed by the customers (if the bill includes charges for other goods and services).	<p>Discussions with the Compliance Advisor and examination of the Non- Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 11:</p> <p><i>"If you are a Small Customer and we include any other amounts on your bill for other goods or services provided to you, then unless you agree otherwise we will separately itemise those amounts on your bill and include a description of the goods and services. We will apply payments as directed by you, or if you do not give us any direction:</i></p> <ul style="list-style-type: none"> <i>to the Charges and fees set out in clause 7 before applying any payment to the amounts for other goods or services; or</i> <i>if the goods or services include electricity, equally to the amounts referred to above and to the amounts for electricity before applying any payment to any other goods or services."</i>
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	
62 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1) and (2)	A non-standard contract must specify that if a customer does not direct how a payment is to be allocated, a licensee must apply the payment — (i) to charges for the supply of gas before applying any portion of it to such goods or services; or (ii) if such goods or services include electricity, to the charges for gas and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services.	<ul style="list-style-type: none"> <i>to the Charges and fees set out in clause 7 before applying any payment to the amounts for other goods or services; or</i> <i>if the goods or services include electricity, equally to the amounts referred to above and to the amounts for electricity before applying any payment to any other goods or services."</i>
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	
63A (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1)	A non-standard contract must include provisions that ensure that where a customer requests it and the data is available, a licensee shall provide to the customer free of charge the customer's historical billing data for the previous two years.	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract noted that Origin addresses the matters outlined in these obligations within Sections 10 and 12:</p> <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
63A (2020 & 2022)	AGA Code Clause 4.2.3.4	As above.	<p>(Continued from previous page)</p> <p><u>Section 10</u></p> <p>“Your Distributor will read your meter as often as needed to bill you based on your usage, and in any event, at least once every 12 months”</p>
		<p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
64 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.4.1	A non-standard contract must include provisions that ensure that a licensee base a customer’s bill on a meter reading and meters must be read at least once per year.	<p><u>Section 12</u></p> <p>“If you ask us to and we have the data, we will give you your Billing Data. If you request Billing Data:</p> <ul style="list-style-type: none"> for a period less than the previous two years and no more than once a year; or in relation to a dispute with us, we will not charge you for providing the data. Otherwise we may ask you to pay a reasonable charge”
		<p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
65 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.4.2	A non-standard contract must include provisions that ensure that if the licensee, accepts a customer reading of the meter, it must not adjust the bill in favour of the licensee if the licensee subsequently discovers the reading was incorrect in favour of the customer.	<p>Discussions with the Compliance Advisor and examination of the Non- Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 9:</p> <p>“If your bill is based on an estimate of your usage and we later have a measurement of your actual usage:</p> <ul style="list-style-type: none"> if you’re a Small Customer we will adjust a subsequent bill for the difference; and if you’re an Other Customer we may adjust a subsequent bill for the difference if this is reasonable in the circumstances”
		<p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
66 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.4.4	A non-standard contract must include provisions that ensure that if the licensee provides a customer with an estimated bill and is subsequently able to read the meter, the licensee must adjust the estimated bill in accordance with the meter reading.	<p>unless:</p> <ul style="list-style-type: none"> the estimated bill was the customer's final bill; or Origin accepts the customer's reading of their meter as the meter reading to base the customer's bill on and the later reading reveals an error in the customer's favour.
		<p>Priority 5</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
67 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.4.5	A non-standard contract must include provisions that ensure that a licensee read a customer's meter upon request and may impose a fee for doing so.	Discussions with the Compliance Advisor and examination of the Non- Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 9: <i>"If we have based your bill on your estimated usage because your meter can't be read because of your failure to provide access, and you then ask us to replace the estimated bill with a bill based on a reading of your meter, then so long as you allow access to your meter and pay any reasonable charge we request, we will do so"</i>
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	
68 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.3.2.1	A non-standard contract must include provisions that ensure that a licensee offer payment in person and payment by mail.	Discussions with the Compliance Advisor and examination of the Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 10: <i>"You can pay your bill:</i> <ul style="list-style-type: none"> ▪ <i>over the counter in person at a third party retailer or outlet specified on your bill; or</i> ▪ <i>by mail; or</i> ▪ <i>by any of the other options listed on your bill."</i>
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	
69 (2020 & 2022)	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.3.2.2	A non-standard contract must include provisions that ensure that a licensee offer customers who are absent for a long period, payment in advance facilities and the option of redirecting the bill.	Review of Origin's Non-Standard contract confirmed that Section 10 of the contract states that if the customer wants to pay their bill in advance or have their bill redirected, they can process it by calling Origin.
		Priority 5 Control Adequacy: N/P Compliance Rating: 1	
70	Energy Coordination (Customer Contracts) Reg 16(3)	A non-standard contract must not authorise a licensee to terminate a contract if a customer commits a breach of the contract (other than a substantial breach) unless — (a) the licensee has a right to disconnect supply under the contract, a written law or a relevant code; and (b) the licensee has disconnected supply at all supply addresses of the customer covered by the contract.	Section 20 of Origin's Non-Standard contract states Origin's obligations for contract termination. Per the contract, Origin can end the non-standard contract for the following reasons: <ul style="list-style-type: none"> ▪ By giving the customer 20 business days' notice; ▪ If the customer has become insolvent, goes into liquidation or commits an act of bankruptcy ▪ If they commit a substantial breach of the Agreement ▪ The customer can end the agreement by requesting to be disconnected at the supply address. However, the Non-Standard Contract does not state that the contract does not authorise Origin to terminate a contract if a customer commits a breach of the contract (other than a substantial breach) unless — <i>(Continue to next page)</i>

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
70	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> the retailer has a right to disconnect supply under the contract, a written law or a relevant code; and the retailer has disconnected supply at all supply addresses of the customer covered by the contract. <p>Improvement Opportunity: For customer awareness and transparency, we recommend that Management update the Non-Standard Contract to clearly specify that the contract does not authorise Origin to terminate a contract if a customer commits a breach of the contract (other than a substantial breach) unless —</p> <ul style="list-style-type: none"> the retailer has a right to disconnect supply under the contract, a written law or a relevant code; and the retailer has disconnected supply at all supply addresses of the customer covered by the contract.
		Priority 5	Control Adequacy: B
			Compliance Rating: 1
71	Energy Coordination (Customer Contracts) Reg 19	<p>A non-standard contract must require a licensee to make the following information available to the customer if the customer requests it:</p> <ul style="list-style-type: none"> copies of regulations or any relevant code; information about fees and charges payable under the contract; with information on energy efficiency; billing data; and contact details for obtaining information about Government assistance programs or financial counselling services. 	<p>Section 35 of Origin's Non-Standard contract states Origin's obligations for customer information requests. As per the contract, Origin have made the following information available to the customer, if the customer request it:</p> <ul style="list-style-type: none"> a copy of the Energy Coordination (Customer Contracts) Regulations 2004; a copy of the Gas Marketing Code of Conduct 2015 (which Origin must comply with) and information about the scope of this code; a copy of the Compendium of Gas Customer Licence Obligations; information about the Charges and fees payable under this Agreement, including alternative tariffs that may be available to the customer; information about service levels that may apply to you; information about energy efficiency; billing data; and contact details for obtaining information about financial counselling services or your eligibility for Government assistance programs.
		Priority 5	Control Adequacy: NP
			Compliance Rating: 1

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)						
72	Energy Coordination (Customer Contracts) Reg 20 (2), AGA Code Clause 4.3.5.1 / Reg 20 (1)	A non-standard contract must include the procedure to be followed by the licensee and the customer if the customer has difficulty paying a bill.	Section 13 of the Non-Standard Contract outlines Origin's approach to managing payment difficulties and financial hardship. This section details the procedures for notifying Origin of financial challenges, the assessment process undertaken by Origin, expected response times, available alternative payment arrangements, and the provision of additional support and advice to affected customers.			
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
72A	Energy Coordination (Customer Contracts) Reg 20 (3)	A non-standard contract must set out the procedures to be followed in relation to debt collection.	<p>Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 10 of the contract:</p> <p><i>If you don't pay by the Due Date (unless you've requested a review of the bill) we may do one or more of the following:</i></p> <ul style="list-style-type: none"> ▪ disconnect your gas supply (see clauses 16-18 for more details); ▪ ask a debt collection agency to obtain the payment from you; ▪ sell the rights to the unpaid amount to a third party who may seek to collect it from you; and ▪ We may also rely on any other rights we have under this Agreement." 			
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: NP</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: NP	Compliance Rating: 1	
Priority 5	Control Adequacy: NP	Compliance Rating: 1				
72AA (2023 onwards)	Energy Coordination (Customer Contracts) Reg 21	A non-standard contract must describe the procedures to be followed by the licensee in responding to a complaint made by the customer.	<p>Discussions with the Group Operations Leader - Complaints and examination of the Non-Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 33 of the contract - Customer Service and Complaints.</p> <p>This section outlines Origin's procedures for responding to customer complaints:</p> <ul style="list-style-type: none"> ▪ Handling of the complaint and advise the outcome of it, in accordance with Origin's standard complaints and dispute resolution procedures (including the Australian Standard on Complaints Handling (AS/NZS 10002:2014)) ▪ Customers can request Origin to send a copy as well as for more information about the complaint procedures and the energy ombudsman. ▪ If the customer is not satisfied with the way the complaint has been resolved customer may raise the complaint to a higher level within Origin's management structure and if the customer is still not satisfied customer may be entitled to contact the energy ombudsman. 			
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
72B	Energy Coordination (Customer Contracts) Reg 22	A non-standard contract must specify that the licensee has a privacy policy that sets out the steps taken to ensure that customer information is dealt with in a confidential manner and the way in which a copy of the privacy policy can be obtained by the customer without charge.	Review of the Non-Standard Form Contract confirmed that Section 30 of the contract states that Origin will comply the Privacy Act 1988 and the Australia Privacy Principles in relation to the customer's personal information. Origin will keep the customer's personal information confidential and secure and only disclose it to their people who need to know the information and as otherwise set out in the market contract agreement and Origin's privacy policy
		Priority 5	Control Adequacy: N/P
73	Energy Coordination (Customer Contracts) Reg 40 (3)	A non-standard contract must prohibit the supply of gas to the customer under a door to door contract during the cooling-off period unless the customer requests supply.	Discussions with the Group Operations Leader – Journey's confirmed that Origin did not engage in door-to-door marketing during the audit period.
		Priority 5	Control Adequacy: N/P
74A	Energy Coordination (Customer Contracts) Reg 48	A licensee must not commence legal proceedings for the recovery of a customer debt if the customer has entered into a payment arrangement and is complying with the terms of that arrangement.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 10 of the contract: <i>"We won't start legal proceedings against you for the unpaid amount if:</i> <ul style="list-style-type: none"> ▪ <i>you have entered into an instalment plan for the amount and are complying with that plan; or</i> ▪ <i>you are a Residential Customer and have informed us that you are experiencing Payment Difficulties or Financial Hardship, unless or until we have assessed whether you are and, if so, offered you assistance (see clause 13 for more details)."</i>
		Priority 5	Control Adequacy: N/P
75A	Energy Coordination (Customer Contracts) Reg 49(2)	A licensee may only provide a credit reporting agency with default information if it relates to a bill issued by the licensee.	Discussions with the Compliance Advisor and review of the Non-Standard Form Contract confirmed that Origin is committed to maintaining the confidentiality and security of customer personal information. Such information is only disclosed to personnel who require access to perform their duties, and in accordance with the terms outlined in the agreement and Origin's Privacy Policy. As per Origin's External Debt Collection / Default process, Origin will only provide information to credit reporting agencies if Origin has failed to collect outstanding debt from a customer via their internal collections process. <i>(Continue to next page)</i>

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description			Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)					
75A	As above.	As above.			<p><i>(Continued from previous page)</i></p> <p>Prior to listing a default, Origin notifies the customer of its intention to report the outstanding debt, providing an opportunity for the customer to resolve the matter. If the debt remains unpaid, the default will proceed, and the customer's credit file will be updated accordingly.</p>
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
76	Energy Coordination (Customer Contracts) Reg 49(3)	A Licensee must notify a credit reporting agency immediately if a customer has cleared their debt.			<p>Review of Origin's External Debt Collection and Default process confirmed several key practices regarding the management of customer debt and credit reporting.</p> <ul style="list-style-type: none"> ▪ Customers flagged as experiencing payment difficulties or hardship are entered into suitable payment plans and exempt from the debt collection process. ▪ Once a customer has paid their outstanding balance in full, Origin transmits daily payment and transaction updates to its external debt collection agencies to update customer balances and cease the collection activity once the account is settled. ▪ Once a customer pays the default listing amount, the system updates the default status in Kraken to "Paid" and issues a status letter to the customer. ▪ The External Debt Collection and Default Manual also states that Origin will not remove a default listing unless the customer has remedied / paid the default within six months of the default listing date; or where it is determined that an error has occurred on Origin's part; or in such instances where Origin has been made aware of extenuating circumstances where the customer is: <ul style="list-style-type: none"> - Deceased; - Incarcerated; - Bankrupt; - A vulnerable customer experiencing family issues or hardship; or - In the process of raising a privacy complaint. ▪ Origin's Collections Team shares daily response files with its debt collection partners, identifying which accounts remain active and which have been closed. Origin currently engages with approximately four to five external collection agencies.
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
77	Energy Coordination (Customer Contracts) Reg 49(4)	If a customer remedies a default and demonstrates extenuating circumstances, a Licensee must request the credit reporting agency to remove the default record.			<p>Review of Origin's External Debt Collection and Default process confirmed several key practices regarding the management of customer debt and credit reporting.</p> <ul style="list-style-type: none"> ▪ Customers flagged as experiencing payment difficulties or hardship are entered into suitable payment plans and exempt from the debt collection process. ▪ Once a customer has paid their outstanding balance in full, Origin transmits daily payment and transaction updates to its external debt collection agencies to update customer balances and cease the collection activity once the account is settled. ▪ Once a customer pays the default listing amount, the system updates the default status in Kraken to "Paid" and issues a status letter to the customer. ▪ The External Debt Collection and Default Manual also states that Origin will not remove a default listing unless the customer has remedied / paid the default within six months of the default listing date; or where it is determined that an error has occurred on Origin's part; or in such instances where Origin has been made aware of extenuating circumstances where the customer is: <ul style="list-style-type: none"> - Deceased; - Incarcerated; - Bankrupt; - A vulnerable customer experiencing family issues or hardship; or - In the process of raising a privacy complaint. ▪ Origin's Collections Team shares daily response files with its debt collection partners, identifying which accounts remain active and which have been closed. Origin currently engages with approximately four to five external collection agencies.
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)						
78	Energy Coordination (Customer Contracts) Reg 49(5)	A Licensee must not refer a default to a credit reporting agency that is the subject of a complaint or matter of review.	<p>A late bill report is generated from Origin's finance system to identify all instances of unpaid bills. The Credits and Collections and Billing Teams jointly review this report and cross-check it against a predefined checklist, which outlines scenarios excluded from referral to credit reporting and collection agencies, such as accounts under payment plans, in default, or subject to complaints. This checklist is referenced in both the External Debt Collection / Default and External Debt Collection Process documents.</p> <p>Review of the External Debt Collection / Default processes also confirmed that when an account is under investigation due to a complaint, all collection activities are put on hold. As a result, such accounts are not reported to credit reporting agencies as defaults.</p>			
		<table border="1"> <tr> <td style="background-color: #ffcccc;">Priority 5</td> <td style="background-color: #cccccc;">Control Adequacy: N/P</td> <td style="background-color: #ccffcc;">Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
79	Energy Coordination (Customer Contracts) Reg 50	A licensee must include information about its complaint handling process and contact details of the energy ombudsman on any disconnection warning given to a customer.	<p>Through discussions with the Credit and Collections Team and sample transaction testing of 15 disconnections, we determined that Origin has established and applied processes to include the information about its complaint handling process and contact details of the Energy Ombudsman on any disconnection warning given to a customer.</p> <p>We noted that from January 2023 onwards, Origin updated its operational procedures to cease customer disconnections entirely.</p>			
		<table border="1"> <tr> <td style="background-color: #ffcccc;">Priority 5</td> <td style="background-color: #cccccc;">Control Adequacy: N/P</td> <td style="background-color: #ccffcc;">Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
80	Energy Coordination (Customer Contracts) Reg 44	Subject to sub regulation (4), a fixed term non-standard contract must require that when a non-standard contract is due to expire, a licensee must issue a notice in writing to a customer not more than 40 business days and not less than 20 business days before the day on which the contract is due to expire (or at the commencement of the contract if the contract is less than 1 month) with information about: the expiry date; alternative supply options, and the terms and conditions for continued supply post contract expiry.	Origin's contracts do not have an expiry date; instead, they remain active until terminated by the customer. Hence, this obligation is not applicable.			
		<table border="1"> <tr> <td style="background-color: #ffcccc;">Priority 5</td> <td style="background-color: #cccccc;">Control Adequacy: N/P</td> <td style="background-color: #cccccc;">Compliance Rating: N/R</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: N/R	
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R				

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)						
83	Energy Coordination (Customer Contracts) Reg 46 (1)	Upon request, a Licensee must provide a customer with a copy of the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code.	Discussion with the Compliance Advisor confirmed that, if requested by a customer, Origin can provide customers with a copy of the Energy Coordination (Customer Contracts) Regulations 2004 or a relevant code at no charge. Copies of the Gas Marketing Code of Conduct and Compendium of Gas Customer Licence Obligations and other relevant codes can be found on the Origin website free of charge.			
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
84A	Energy Coordination (Customer Contract) Reg 47 (2) and (4)	A Licensee must provide available bill data to customers upon request free of charge subject to clause 47 (2) and (4) of the Energy Coordination (Customer Contracts) Regulations 2004.	Discussions with the Manager - Network Settlements & Market Data confirmed that Origin does not charge customers for access to their billing data upon request. Review of both the Standard Form Contract and Non-Standard Contracts further confirmed that Sections 12 and 13, respectively, state that where Origin holds the relevant data, it will provide billing information free of charge when requested by the customer in connection with a dispute. Review of customer data requests raised between July 2022 and May 2025 noted a total of 42 requests raised by Western Australia customers.			
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
91	Energy Coordination (Customer Contract) Reg 42	A non-standard contract must require the Licensee to notify the customer of any amendment to a non-standard contract.	Discussions with the Compliance Advisor and examination of the Non-Standard Form Contract noted that Origin addresses the matter outlined in this obligation within Section 24 of the contract: <i>"We can vary this Agreement where:</i> <ul style="list-style-type: none"> <i>we give you 20 Business Days notice of the variation; and</i> <i>you accept the change by not terminating the Agreement during that period.</i> <i>We may also vary this Agreement by notice to you and without your consent to the extent the variation is required for this Agreement to remain consistent with the Regulatory Requirements."</i>			
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	Section 32 of the contract also details the different ways in which Origin is required to give notice.
Priority 5	Control Adequacy: N/P	Compliance Rating: 1				
96	Energy Coordination Act section 11M	A licensee must comply and require its expert to comply with the ERA's standard guidelines dealing with the performance audit.	The Audit Plan was submitted to the ERA on 16 June 2025 and was subsequently approved on 27 June 2025. The Audit Plan commits Origin and RSM (as the appointed independent auditor) to comply with the prescribed audit guidelines and reporting manual issued by the ERA. RSM confirms that this audit was undertaken utilising the ERA's 2019 version of the <i>Audit Guidelines: Electricity and Gas Licences</i> .			
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1				

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
97	Energy Coordination Act section 11M	A licensee's independent auditor must be approved by the ERA prior to the audit.	On 30 April 2025, with the ERA's approval, Origin appointed RSM as the independent auditor to undertake the Performance Audit for the period 1 June 2022 to 31 May 2025.
		Priority 5	
98	Energy Coordination Act section 11M	A licensee must comply with any individual performance standards prescribed by the ERA.	Discussions with the Manager Retail Compliance confirmed no letter that subjected the entity to any performance standard had been issued by ERA.
		Priority 4	
99	Energy Coordination Act section 11M	Unless otherwise specified, all notices must be in writing and will be regarded as having been sent and received in accordance with defined parameters.	Discussions with the Manager Retail Compliance and observation of e-mail communications confirmed that Origin retains records of its formal communications with ERA in the form of e-mail records and/or in special regulatory reporting folder/s. All communication to ERA is conducted via e-mail.
		Priority 5	
100	Energy Coordination Act section 11M	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board or equivalent International Accounting Standards.	Review of Origin's 2022, 2023 and 2024 Annual Reports confirmed that Origin's financial reports: <ul style="list-style-type: none"> Are prepared in accordance with the requirements of the Corporations Act 2001, Australian Accounting Standards and other authoritative pronouncements of the Australian Accounting Standards Board (AASB). Have adopted all new and amended Accounting Standards and Interpretations issued by the AASB that are relevant to the operations of the Group and effective for reporting periods.
		Priority 4	
101	Energy Coordination Act section 11M	A licensee must report to the ERA if the licensee is under external administration or experiences a significant change in its corporate, financial or technical circumstances that may affect the licensee's ability to meet its obligations under this licence within 2 business days of the change occurring.	The Compliance Advisor confirmed that during the audit period, Origin was not under external administration and did not experience a significant change in its corporate, financial or technical circumstances that may affect its ability to meet its Licence obligations.
		Priority 4	

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
12 Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
102	Energy Coordination Act section 11M	A licensee must provide to the ERA any information that the ERA may require in connection with its functions under the Energy Coordination Act 1994 in the time, manner and form specified by the ERA.	<p>Discussions with the Compliance Advisor noted that Origin has established formal processes for developing the Annual Performance Report that is submitted to ERA.</p> <p>To produce the ERA Performance Reporting, multiple scripts have been developed sourcing data from Jindabyne (i.e. the central, cloud-based data and analytics capability managed by the Origin Energy Markets Data and Analytics team) to produce the results. The scripts were developed using the ERA definitions (i.e. from Gas Trading Licence Performance Reporting Handbook) of the indicators combined with Business and Data definitions.</p> <p>The data extracted from these scripts for reporting is stored in Jindabyne at a detail level and summary level (and not extracted into an external format like Excel). Tableau reports have been developed which are linked to this data to provide the Business Managers with sufficient information for the review, validation and sign off of the results prior to copying the data to the ERA report format for final review, sign off and submission.</p> <p>The information obtained from Jindabyne for the ERA Performance Reporting is from various scripts developed as per ERA definition. We performed the following to assess compliance with the obligation requirements:</p> <ul style="list-style-type: none"> ▪ Walkthroughs; ▪ Sample review of performance indicators reported to management detailed listing; and ▪ Review of performance data submitted for FY 2022, FY 2023 and FY 2024.
		Priority 2	Control Adequacy: A
			Compliance Rating: 1
103	Energy Coordination Act section 11M	A licensee must publish any information it is directed by the ERA to publish, within the timeframes specified.	<p>Discussions with the Compliance Advisor noted that a breach of obligation 103 has occurred during the audit period and was reported to the ERA on 30 August 2024 as part of the annual Compliance Report.</p> <p>On 7 November 2023, Origin received a request from the ERA to publish Origin's annual Gas Trading Licence Performance Reports on Origin's website by 14 November 2023. However, this data was not published until 24 November 2023 as a result of follow-up from the ERA. This breach has occurred due to the Retail Compliance Analyst being on leave and other recipients of the ERA request not responding to the request. However, we sighted confirmation that the FY2022 and FY2024 Gas Trading Licence Performance Reports were published on Origin's website within 7 business day and as requested by the ERA.</p> <p>Origin has updated the publication instructions, where in future, e-mail communication will also be sent to Origin's Content Principal, Service and Support teams, in addition to the relevant web request ticket. The corrective action was implemented effective 20 November 2023.</p>
		Priority 4	Control Adequacy: B
			Compliance Rating: 2

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)				
106	Energy Coordination Act section 11M	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 by the ERA.	<p>Discussions with the Compliance Manager and a review of clauses 27 and 28 of the Standard Form Contract provided by Origin, as well as information available on the ERA website, determined the following:</p> <ul style="list-style-type: none"> Origin has established procedures to address requests from the ERA for amendments to the Standard Form Contract. In accordance with clause 6.4.2 of the Gas Trading Licence (GTL), Origin would review and progress any such changes within the timeframe specified by the ERA. Origin acknowledges and complies with the requirements of the Energy Coordination Act 1994 when amending standard form contracts and reports accordingly to the ERA. The Group Manager, Retail, Legal, Compliance and Origin Zero confirmed that ERA has not directed Origin to review the Standard Form Contract during the audit period. 	
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>		Priority 5
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R		
107	Energy Coordination Act section 11M	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.	Refer to Licence Obligation no. 106.	
		<table border="1"> <tr> <td>Priority 5</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>		Priority 5
Priority 5	Control Adequacy: N/P	Compliance Rating: N/R		
108	Energy Coordination Act section 11M	A licensee must only amend the standard form contract in accordance with the Energy Coordination Act 1994 and Regulations.		
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>	Priority 4	Control Adequacy: N/P
Priority 4	Control Adequacy: N/P	Compliance Rating: N/R		

4. Detailed Findings (Cont.)

4.3 Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Energy Coordination (Customer Contracts) Regulations 2004 (Cont.)			
109	Energy Coordination Act section 11M	A licensee must maintain supply to a customer if it supplies, or within the last 12 months supplied, gas to that customer's premises unless another supplier starts supplying the customer.	<p>The Group Operations Leader – Journey's confirmed that Origin does not disconnect customer gas supply. A walkthrough of the Kraken system verified that, upon receiving a customer request to close their account, Origin initiates a 'final meter read' by submitting a service order to the Western Australia gas Distributor (ATCO Australia). Both the customer request and the corresponding service order are documented within the Kraken system.</p> <p>Additionally, Kraken maintains a detailed timeline of the agreement history, which demonstrates that Origin continues to supply gas to the customer until the conclusion of their gas agreement. Origin maintains supply to the address unless and until another retailer commences supply to that customer.</p>
		Priority 4 Control Adequacy: N/P Compliance Rating: N/R	
110	Energy Coordination Act section 11M	A licensee must provide the ERA within 3 business days of a request by the ERA with reasons for refusing to commence supply to a customer.	The Manager, Retail Compliance confirmed that the ERA has not made a request for information relating to the refusal of supply to a customer during the audit period.
		Priority 4 Control Adequacy: N/P Compliance Rating: N/R	
111	Energy Coordination Act section 11M	A licensee must comply with a direction from the ERA to supply a customer, subject to specified conditions.	The Manager, Retail Compliance confirmed that the ERA has not made a direction to supply a customer during the audit period, subject to specified conditions.
		Priority 4 Control Adequacy: N/P Compliance Rating: N/R	
112	Energy Coordination Act section 11M	Subject to clause 3.2, a licensee must provide reasonable information relating to its activities under the licence as requested by the holder of a distribution licence to enable for the safe and efficient operation of the relevant distribution system.	<p>The Manager, Industry Delivery & Concessions confirmed that during the audit period:</p> <ul style="list-style-type: none"> Origin has not refused any request from ATCO; ATCO has not raised any major complaints about Origin; Origin has responded to requests for customer Information in a timely manner; Meter read data is provided to Origin through the market process.
		Priority 4 Control Adequacy: N/P Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.4 Gas marketing Code of Conduct

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct)			
113	Energy Coordination Act section 11M	A licensee must notify the Minister at least one month before a change to any price, price structure, fee or interest rate under the standard form contract is to come into effect.	Discussions with the Compliance Advisor and review of formal communications with the Minister for Energy confirmed that Origin has a process in place to notify the Minister at least one month prior to implementing changes to fees and prices during the review period. We sighted evidence of price change notifications submitted to the Minister in 2022, 2023, and 2025. The Manager, Retail Compliance advised that no price change notification was issued in 2024. Our review of two out of the three notifications presented during the audit period confirmed that the notifications were sent to the Minister at least one month in advance of the effective date of the price changes.
		Priority 2	Control Adequacy: A
116	Energy Coordination Act section 11ZPP Code of Conduct clause 4	A retailer must ensure that its gas marketing agents comply with Part 2 of the Code of Conduct.	Origin utilises Energy Specialists and Third-Party Sales Agents to perform gas marketing activities (i.e. signing up new customers) in Western Australia. Through sighting the training records, we confirmed that all agents and relevant Origin staff have completed the training for 2022, 2023, 2024 and 2025. We noted that Origin conducts monthly sample checks of three customer sales per agent to ensure adherence to internal procedures and relevant legislative requirements. These checks are part of a broader quality assurance framework designed to uphold compliance and maintain high standards in customer interactions. All marketing agents undergo quality assessments using the RX Quality Assessment Form 2025, which guides assessors in evaluating agent performance against defined compliance parameters. Each assessment requires the assessor to determine whether any issues were identified and whether follow-up with the customer was necessary. Assessment outcomes are consolidated and reported through the Monthly Quality Dashboards, which provide detailed insights including: <ul style="list-style-type: none"> Number of calls assessed; Pass rates; Failed checkpoints (e.g., call opening, product offering, customer identification); and Rolling quarterly assessment trends. We have sighted the monthly dashboards for February and August of 2023, 2024, and February 2025 and confirmed the existence of this process. Additionally, all assessment results are recorded in Kraken, along with general feedback and an overall compliance rating for each call. We noted that between August 2022 and December 2024, Origin have completed a total of 104,163 assessments.
		Priority 4	Control Adequacy: N/P

4. Detailed Findings (Cont.)

4.4 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)						
117	Energy Coordination Act section 11ZPP Code of Conduct clause5(1)	A retailer or gas marketing agent must ensure that standard form contracts that are not unsolicited consumer agreements are entered into in the manner and satisfying the conditions specified.	<p>Following a review of the connection procedures, sample Customer Welcome Packs, and discussions with the Group Operations Leader – Journey’s, it was confirmed that during the audit period, Origin had established procedures to ensure compliance with contractual obligations for all standard form contracts entered into. Specifically:</p> <ul style="list-style-type: none"> ▪ The date of contract commencement is accurately recorded in Origin’s internal systems and clearly stated in the Customer Welcome Pack. ▪ The Contract Form, included as part of the Welcome Pack, is provided to customers at no cost and dispatched within the required timeframe of five business days from the contract date. <p>Kraken System is configured to automatically dispatch the Customer Welcome Pack, and the New Energy Agreement Notice to each customer via their preferred communication method immediately upon contract activation. We reviewed a sample of Welcome Packs issued in 2022, 2023, 2024, and 2025, and confirmed that the New Energy Agreement Notice was consistently dated on the same day as the agreement date and prior to the supply commencement date.</p>			
		<table border="1"> <tr> <td style="background-color: #FF00FF;">Priority 4</td> <td style="background-color: #D3D3D3;">Control Adequacy: N/P</td> <td style="background-color: #90EE90;">Compliance Rating: 1</td> </tr> </table>	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1				
118	Energy Coordination Act section 11ZPP Code of Conduct clause 5(2) and 5(3)	If a customer enters into a standard form contract that is not an unsolicited consumer agreement, the retailer or gas marketing agent must give the customer the information specified in clause 5(2) before or at the time of giving the customer’s first bill, unless the retailer or gas marketing agent has provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer has requested to receive the information).	<p>Following a review of Origin’s Customer Welcome Pack, Standard Form Contract, customer connection procedures, and bill template, as well as discussions with the Group Operations Leader – Journey’s, it was confirmed that Origin meets the information requirements outlined in clauses clause 5(2) and 5(3). Our review of Welcome Packs sent out in 2022, 2023, 2024 and 2025 noted that the following information was provided within the 5-day requirement:</p> <ul style="list-style-type: none"> ▪ How the customer may obtain a copy of the Gas Marketing Code of Conduct and Compendium of Gas Customer Licence Obligations; ▪ How the customer may obtain details of all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer; ▪ The scope of this code; ▪ That retailers and gas marketing agents must comply with this code; ▪ How the retailer may assist if the customer is experiencing problems paying a bill; ▪ The distributor’s 24-hour telephone number for faults and emergencies; <p><i>(Continue to next page)</i></p>			

4. Detailed Findings (Cont.)

4.4 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)				
118	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> ▪ How to make an enquiry of, or complaint to, the retailer; and ▪ In the case of a residential customer. <ul style="list-style-type: none"> - the telephone number for interpreter services, identified by the National Interpreter Symbol; - the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment; and - a statement that the residential customer may be eligible to receive concessions and how the residential customer may find out about their eligibility to receive those concessions. 	
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1
119	Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(1)(a) / 6(1)(a)	When a customer enters into a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must obtain and make a record of the customer's verifiable consent to entering into the non-standard contract.	<p>Review of Origin's customer connection procedures, agent scripts, and discussions with the Group Operations Leader – Journey's, confirmed that during the audit period, Origin had implemented procedures to ensure verifiable customer consent was obtained prior to entering into any Non-Standard Form Contracts.</p> <p>Upon reviewing a sample of 90 call recordings and system screenshots related to customer move-ins and customer sales, demonstrated that Origin had secured verifiable consent before initiating market transactions or finalising Non-Standard Contracts.</p>	
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1
119A	Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(1)(b) / 6(1)(b)	When a customer enters into a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must give, or make available to the customer at no charge, a copy of the non-standard contract at the times specified in clause 6(1)(b)(i) and (ii).	<p>Review of Origin Energy's Customer Welcome Pack, connection procedures, and Non-Standard Form Contracts, as well as discussions with the Group Operations Leader – Journey's, confirmed that Origin has implemented procedures to ensure compliance with contractual obligations for Non-Standard Form Contracts, entered into during the audit period. Specifically:</p> <ul style="list-style-type: none"> ▪ The contract commencement date is accurately recorded in Origin's internal systems and clearly reflected in the Welcome Pack provided to the customer. ▪ The Non-Standard Form Contract, included as part of the Welcome Pack, is issued to the customer at no cost and dispatched within the required timeframe of 5 business days from the contract date. <p>Once a customer has entered into a contract with Origin, the Kraken system will automatically send the customer a copy of the contract via the customer's preferred receipt method (also identified in Kraken). Due to the automatic nature of this control, contract copies are sent within the 5-business day requirement. Our review of Welcome Packs sent out 2022, 2023, 2024 and 2025 noted that information was provided within the 5-business day requirement.</p>	
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1

4. Detailed Findings (Cont.)

4.4 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)			
120A	Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(2) and Code of Conduct 6(2)	A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering into a non-standard contract.	<p>Standing Agreement - Natural Gas & Origin Go Zero Gas and Agreement Terms - Natural Gas and Origin Go Zero Natural Gas, available via the Origin website provides the following information to customers prior to entering into a Non-Standard Contract:</p> <ul style="list-style-type: none"> That the customer is able to choose the standard form contract offered by the retailer; The difference between the non-standard contract and the standard form contract; That all Origin residential and business plans come without any exit fees or lock-in contracts, meaning that customers may change plans at any time without paying exit fees. <p>Review of the EIC Terms and Conditions telephone script (maintained in the Ovault system) noted that the following information is provided to customers prior to entering into a Non-Standard Contract:</p> <ul style="list-style-type: none"> That the customer is able to choose the Standard Form Contract offered by the retailer; The difference between the Non-Standard Contract and the Standard Form Contract; <p>That all Origin residential and business plans come without any exit fees or lock-in contracts, meaning that customers may change plans at any time without paying exit fees.</p> <p>Our testing of 75 customer sales noted 34 customer sales via Origin's online process and 41 customer sales via telephone calls.</p> <ul style="list-style-type: none"> For all 34 customer sales via Origin's online process, we verified that all required information regarding contract cooling off periods and contract differences were available on Origin's website; For 39 out of the 41 customer sales via telephone calls, we verified that all required information regarding contract cooling off periods and contract differences were provided by front-line Origin personnel; and For 2 out of the 41 customer sales via telephone calls, we noted the Origin employee did not explicitly advise the customer of the differences between Standard Form and Non-Standard Form Contracts. Instead the customer was advised of the difference between two specific Origin gas plans (i.e. Origin Go Variable Plan and Basic Plan). <p>Recommendation 01/2025:</p> <p>We recommend that Management:</p> <ul style="list-style-type: none"> Reinforce the importance of explicitly explaining the difference between Standard and Non-Standard Contracts, not just comparing Origin plans. This can be done through refresher training or updated call scripts. Implement a quality assurance check for a sample of calls on a periodic basis to ensure compliance with contract disclosure requirements.
		Priority 2	Control Adequacy: B
			Compliance Rating: 2

4. Detailed Findings (Cont.)

4.4 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)			
120B	Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(2A) / 6(3)	Subject to clause 6(4), if entering into a non-standard contract, a retailer or gas marketing agent must give the customer the information specified in clauses (a)-(g) before or at the time of giving the customer's first bill.	<p>Standing Agreement - Natural Gas & Origin Go Zero Gas and Agreement Terms - Natural Gas and Origin Go Zero Natural Gas, available via the Origin website provides the following information to customers prior to entering into a Non-Standard Contract:</p> <ul style="list-style-type: none"> ▪ How the customer may obtain a copy of the Gas Marketing Code of Conduct and Compendium of Gas Customer Licence Obligations; ▪ How the customer may obtain details of all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer; ▪ The scope of this code; ▪ That retailers and gas marketing agents must comply with this code; ▪ How the retailer may assist if the customer is experiencing problems paying a bill; ▪ The distributor's 24-hour telephone number for faults and emergencies; ▪ How to make an enquiry of, or complaint to, the retailer; and ▪ In the case of a residential customer: <ul style="list-style-type: none"> - the telephone number for interpreter services, identified by the National Interpreter Symbol; - the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment; and - a statement that the residential customer may be eligible to receive concessions and how the residential customer may find out about their eligibility to receive those concessions. <p>Once a customer has entered into a contract with Origin, the Kraken system will automatically send the customer a copy of the contract via the customer's preferred receival method (also identified in Kraken). Due to the automatic nature of this control, contract copies are sent within the 5-business day requirement. Our review of Welcome Packs sent out 2022, 2023, 2024 and 2025 noted that information was provided within the 5-business day requirement.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
121A	Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(4) / 6(5)	A retailer or gas marketing agent must obtain a customer's verifiable consent that the information specified in clause 6(2) has been given.	<p>Review of Origin's customer connection procedures, agent scripts, and discussions with the Group Operations Leader – Journey's, confirmed that during the audit period, Origin had implemented procedures to ensure verifiable customer consent was obtained prior to entering into any Non-Standard Form Contracts.</p> <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.4 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)					
121A	As above.	As above.	<i>(Continued from previous page)</i>		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	Review of the EIC Terms and Conditions telephone script (maintained in the Ovault system) noted that front-line staff are required to play the Explicit Informed Consent reporting to the customer prior to entering into a Non-Standard Form Contract. Customers receive Welcome Packs with all relevant information outlined above.
122	Energy Coordination Act section 11ZPP Code of Conduct clause 2.4(1) / 7(1)	A retailer or gas marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed.	Origin's website features a dedicated webpage outlining all concessions that may be applicable to customers across each state. In Western Australia, gas customers may be eligible for the Hardship Utility Grant Scheme, which supports individuals experiencing financial hardship and unable to pay their utility bills.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	The website provides details on the valid concession cards under this scheme and includes links to application resources. As this scheme offers a one-off payment to eligible customers, it is not reflected in the gas prices listed on Origin's products.
123	Energy Coordination Act section 11ZPP Code of Conduct clause 2.4(2) / 7(2)	A retailer or gas marketing agent must ensure that a customer is able to contact the retailer or gas marketing agent on the retailer's or gas marketing agent's telephone number during the normal business hours of the retailer or gas marketing agent for the purposes of enquiries, verifications and complaints.	A review of the Origin website confirmed that customers can contact Origin representatives regarding gas-related enquiries, verifications, and complaints during the retailer's or gas marketing agent's standard business hours. These hours are stated as 8:00am to 6:00pm, Monday to Friday.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	Origin's operational call centres, both onshore and offshore, operate within these standard business hours. Additional contact options for after-hours support are also available, with 24-hour service details provided on customer bills. Origin's phone contact details were made available to customers.
124	Energy Coordination Act section 11ZPP Code of Conduct clause 2.5(1) / 8(1)	A retailer or gas marketing agent who contacts a customer for the purposes of marketing must, on request, provide the customer with the retailer's complaints telephone number, the gas ombudsman's telephone number and, for contact by a gas marketing agent, the gas marketing agent's marketing identification number.	A review of the Origin website confirmed that customers can lodge complaints through multiple channels, including online forms, phone, post, and e-mail. The website and customer bills also provide contact details for the relevant Ombudsman in each state. Discussions with Group Operations Leader – Complaints noted that, Origin agents are trained to inform customers about their right to make a complaint. Also, on request, provide customer with Origin's complaint number and Ombudsman's telephone number.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	Upon reviewing a sample of 115 call recordings related to customer move-ins, customer sales, bill reviews, etc. demonstrated that where requested, Origin had provided Origin's complaint number and Ombudsman's contact details.

4. Detailed Findings (Cont.)

4.4 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description			Observations and Findings	
Licence Compliance Requirements - Gas Marketing Code of Conduct (Code of Conduct) (Cont.)						
125	Energy Coordination Act section 11ZPP Code of Conduct clause 2.5(2) / 8(2)	A retailer or gas marketing agent who meets with a customer face to face for the purposes of marketing must wear a clearly visible and legible identity card showing the information specified; and as soon as practicable provide the customer, in writing, the information specified.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	The Group Operations Leader – Journey’s confirmed that Origin did not perform any face-to-face interaction with customers for the purposes of marketing during the audit period. Therefore, this Obligation has been assessed as ‘Not Rated’ and “Not Performed”.
126	Energy Coordination Act section 11ZPP Code of Conduct clause 2.6 / 9	A retailer or gas marketing agent who visits a person’s premises for the purposes of marketing, must comply with any clearly visible signs at the premises indicating that canvassing is not permitted, or no advertising material is to be left at the premises.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	The Group Operations Leader – Journey’s confirmed that Origin did not perform any face-to-face interaction with customers for the purposes of marketing during the audit period. Therefore, this Obligation has been assessed as ‘Not Rated’ and “Not Performed”.
128	Energy Coordination Act section 11ZPP Code of Conduct clause 2.9 / 12	A gas marketing agent must: <ul style="list-style-type: none"> keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about the marketing carried out by or on behalf of the gas marketing agent; and on request by the gas ombudsman in relation to a particular complaint, give to the gas ombudsman all information that the gas marketing agent has relating to the complaint within 28 days of receiving the request. 	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	Discussions with the Group Operations Leader – Complaints and review of the Kraken System noted that, all complaints recorded in Kraken require the following information to be entered: <ul style="list-style-type: none"> Complainant name’ Preferred contact method (i.e. landline, mobile, e-mail)’ Complaint summary; Complaint type; and Advise provided / agreed actions (if completed over the phone). A review of the Kraken system confirmed that when selecting a complaint, employees including marketing agents are required to select a complaint type from a predefined dropdown list (e.g. billing, marketing, meter installation etc.). This categorisation enables complaints to be appropriately flagged and directed to the relevant teams for resolution. <p>Further, we confirmed that staff are trained to forward required complaint information, on request, to the Energy Ombudsman in relation to a particular complaint within 28 days of receiving the request. The Group Operations Lead advised that Origin have not received any requests for information from the Ombudsman in relation to a particular complaint during the audit period.</p>

4. Detailed Findings (Cont.)

4.4 Gas Marketing Code of Conduct (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements – Gas Marketing Code of Conduct (Code of Conduct) (Cont.)			
129	Energy Coordination Act section 11ZPP Code of Conduct clause 2.10 / 13	Any record that a gas marketing agent is required to keep by the Code of Conduct, must be kept for at least 2 years after the last time the person to whom the information relates was contacted by or on behalf of the gas marketing agent.	<p>Discussions and system demonstrations with the Manager Retail Compliance and the Compliance advisor, confirmed that Origin recorded all information as required by the Gas Marketing Code of Conduct in Kraken.</p> <p>Origin has developed the Information Management Directive (last reviewed 2023) which states that all Origin personnel have the responsibility to ensure that all customer data information regardless of its information security classification must be securely destroyed 7 years after it was created, received or last amended. The directive also states that Origin personnel must create a list of information which has been retained or disposed for evidentiary purposes.</p> <p>Sighted the Retail Retention and Disposal Schedule (last reviewed 27 March 2023) which provides guidance on Origin's requirements for the retention and disposal of the Information or records. The schedule states that all information types are disposed of at 7 years with some having earlier disposal dates due to certain information requirements.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)			
Marketing			
133A (2024 only)	Energy Coordination Act section 11M Compendium clause 8	A retailer must ensure that any gas marketing agent engaged by the retailer complies with the obligations under this Compendium.	<p>Origin utilises Energy Specialists and Third-Party Sales Agents to perform gas marketing activities (i.e. signing up new customers) in Western Australia. Sighting of training records, has confirmed that all agents and relevant Origin staff have completed the training for 2022,2023,2024 and 2025.</p> <p>We noted that Origin conducts monthly sample checks of three customer sales per agent to ensure adherence to internal procedures and relevant legislative requirements. These checks are part of a broader quality assurance framework designed to uphold compliance and maintain high standards in customer interactions.</p> <p>All marketing agents undergo quality assessments using the RX Quality Assessment Form 2025, which guides assessors in evaluating agent performance against defined compliance parameters. Each assessment requires the assessor to determine whether any issues were identified and whether follow-up with the customer was necessary.</p> <p>Assessment outcomes are consolidated and reported through the Monthly Quality Dashboards, which provide detailed insights including:</p> <ul style="list-style-type: none"> ▪ Number of calls assessed; ▪ Pass rates; ▪ Failed checkpoints (e.g. call opening, product offering, customer identification); and ▪ Rolling quarterly assessment trends. <p>We have sighted the monthly dashboards for February and August of 2023 2024, and February 2025 and confirmed the existence of this process. Additionally, all assessment results are recorded in Kraken, along with general feedback and an overall compliance rating for each call. We noted that between August 2022 and December 2024, Origin have completed a total of 104,163 assessments.</p>
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)					
Connections					
134	Energy Coordination Act section 11M Compendium clause 3.1(1) / 9(1)	If a retailer agrees to sell gas to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.	The Manager, Industry Delivery & Concessions advised that Origin engages with a single distributor in Western Australia. All connection requests are submitted to the distributor via service orders and Business-to-Business (B2B) messaging.		
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>		Priority 4	Control Adequacy: N/P
Priority 4	Control Adequacy: N/P	Compliance Rating: 1			
135	Energy Coordination Act section 11M Compendium clause 3.1(2) / 9(2)	A retailer must forward the customer's request for the connection to the distributor (a) if the request is received before 3pm on a business day – on that same day; or (b) if the request is received after 3pm or on a weekend or public holiday – no later than the next business day.	Once a new connection is entered into the Kraken system, the request is automatically forwarded to the distributor. Connection requests are sent on the same day they are received, or on the next business day if submitted after 3:00pm on weekdays, or during weekends and public holidays. System functionality and examples of B2B messaging from Origin to the distributor were sighted, confirming this process.		
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>		Priority 4	Control Adequacy: N/P
Priority 4	Control Adequacy: N/P	Compliance Rating: 1			
Billing					
136 (2020-2023 only)	Energy Coordination Act section 11M Compendium clause 4.1(a)	A retailer must issue a bill no more than once a month unless the conditions specified in 4.1(a)(i)-(iv) apply.	<p>Discussions with the Billing Team and examination of Origin's billing policies and procedures, confirmed:</p> <ul style="list-style-type: none"> ▪ Origin's billing process is based on quarterly actual meter reads provided by ATCO; and ▪ The meter reading and billing schedules are set on either monthly or quarterly frequencies. This ensures that the customers receive their bills with a frequency, which is: <ul style="list-style-type: none"> - Not less than a month, ensuring that the customers do not receive more than one bill in a month. - Not more than a quarter, ensuring that the customers receive their bills at least once Origin's Market Customer Contract and Standard Form Contract state the billing cycle will not be less than once a month and will be at least once every 3 months. <p>Testing of 75 customer bills confirmed that in 74 instances, bills were issued at intervals of no more than once per month and no less than a frequency of every 105 days.</p> <p><i>(Continue to next page)</i></p>		

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
136 (2020-2023 only)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p>Noted one instance where a customer was billed more than once per month and confirmed the conditions specified in clause 4.1(a)(i)-(iv) in the compendium applied as follows:</p> <p>(a) A retailer must issue a bill no more than once a month, unless:</p> <ul style="list-style-type: none"> (i) The retailer has obtained a customer's verifiable consent to issue bills more frequently; (ii) The retailer has given the customer - <ul style="list-style-type: none"> A. A reminder notice in respect of 3 consecutive bills; and B. Notice as contemplated under clause 4.2. (iii) The bill is a final bill for the customer's supply address; or (iv) Less than a month after the last bill was issued, the retailer has received metering data from the distributor for the purposes of preparing the customer's next bill.
		<div style="display: flex; justify-content: space-between; width: 100%;"> <div style="background-color: #ff00ff; padding: 5px;">Priority 4</div> <div style="background-color: #cccccc; padding: 5px;">Control Adequacy: N/P</div> <div style="background-color: #00ff00; padding: 5px;">Compliance Rating: 1</div> </div>	
137	Energy Coordination Act section 11M Compendium clauses 4.1(b) / 10(1) and 10(2)	A retailer must issue a bill at least every 105 days unless the conditions in subclause 10(2) apply.	<p>Sighted Origin's 'Billing Cycles / Setting Anniversary Date' documentation, which confirms that for customers in Western Australia, Origin is required to issue bills at least once every 105 days, regardless of contract type. Exceptions to this requirement apply where:</p> <p>a) Origin has not received the necessary metering data from the distributor, despite using its best endeavours to obtain it; or</p> <p>b) Origin is unable to comply due to customer actions, specifically where:</p> <ul style="list-style-type: none"> i. the customer is supplied under a deemed contract; or ii. the bill is the first issued to the customer at that supply address. <p>Origin's Billing Guideline and Process document further reinforces that bills under both standard and non-standard contracts must be issued at least once every 105 days. Sighted screenshots from the Kraken billing system showing that bills issued prior to 2024 complied with this requirement.</p> <p>Testing of 75 customer bills confirmed that in 74 instances, bills were issued at intervals of no more than once per month and no less frequently than every 105 days. One exception was identified where a customer was billed following vacant consumption. In this case, the initial bill was exempt from the 105-day requirement, in accordance with clause 4.1(b)(iv) of the 2020 Compendium.</p> <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
137	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p>However, as part of our testing relating to customer complaints, we noted an instance where a customer has not received a bill for eight months and was subsequently issued a bill exceeding \$1,000, which they were unable to pay. The Manager, Retail Compliance, and the Compliance Advisor, advised that as of 29 August 2025, this instance was reported to the ERA.</p> <p>As this represents non-compliance with this obligation requirement we have assessed this as non-compliant.</p> <p>Recommendation 02/2025:</p> <p>We recommend the Management:</p> <ul style="list-style-type: none"> Investigate the root causes for the non-compliance noted above; Ensure the relevant corrective actions are implemented to avoid any-future occurrences; and <p>Re-assess the effectiveness of the monitoring controls implemented to identify exceptions relating to the timely issuance of bills within the maximum timeframe allowed by the Compendium.</p>
		<p>Priority 2</p> <p>Control Adequacy: B</p> <p>Compliance Rating: 2</p>	
137A (2024 only)	Energy Coordination Act section 11M Compendium clause 10(3)	A retailer and a customer may agree to a billing cycle with a regular recurrent period that differs from the customer's standard billing cycle if the conditions in subclauses 10(3)(a) and 10(3)(b) have been met.	Origin does not offer shortened billing cycles to customers. Customers are able to apply for direct debits to occur at weekly, fortnightly or monthly intervals but the timing of billing remains the same. Hence, this obligation is not applicable for origin.
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: N/R</p>	
138 (2020 to 2023 Only)	Energy Coordination Act section 11M Compendium clause 4.2(1)	Prior to placing the customer on a shortened billing cycle, a retailer is considered to have given a customer notice if the retailer has advised the customer of the information specified in clauses 4.2(1)(a)-(d).	
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: N/R</p>	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Billing (Cont.)					
139	Energy Coordination Act section 11M Compendium clause 4.2(2) / 11(2)	A retailer must not place a residential customer on a shortened billing cycle unless subclause 11(2) applies.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R
140	Energy Coordination Act section 11M Compendium clause 4.2(3) / 11(3)	A retailer must give the customer written notice with the information specified in subclause 11(3) within 10 business days after placing the customer on a shortened billing cycle under subclause 11(2).	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R
141	Energy Coordination Act section 11M Compendium clause 4.2(4) / 11(4)	A retailer must ensure that a shortened billing cycle under subclause 11(2) is at least 10 business days.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R
142	Energy Coordination Act section 11M Compendium clause 4.2(5) / 11(5)	Upon request, a retailer must return a customer who is subject to a shortened billing cycle under subclause 11(2) and has paid 3 consecutive bills by the due date, to the billing cycle that previously applied to the customer.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R
143	Energy Coordination Act section 11M Compendium clause 4.2(6) / 11(6)	At least once every 3 months, a retailer must inform a customer who is subject to a shortened billing cycle under subclause 11(2) of the conditions upon which a customer can be returned to the customer's previous billing cycle.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R
			Origin does not offer shortened billing cycles to customers. Customers are able to apply for direct debits to occur at weekly, fortnightly or monthly intervals but the timing of billing remains the same. Hence, this obligation is not applicable for origin.		

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
144	Energy Coordination Act section 11M Compendium clause 4.3(1) / 12(1)	On receipt of a request by a customer, a retailer may provide the customer with a bill which reflects a bill smoothing arrangement, in respect of any 12-month period, notwithstanding clause 10.	Origin does not offer bill smoothing arrangements to customers. Hence, this obligation is not applicable.
		Priority 4	
145	Energy Coordination Act section 11M Compendium clause 4.3(2) / 12(2)	If a retailer provides a customer with a bill under a bill-smoothing arrangement pursuant to subclause 12(1), the retailer must ensure that the conditions specified in subclauses 12(2)(a) to (f) are met.	
		Priority 4	
146 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.4	A retailer must issue a bill to a customer at the address nominated by the customer, which may be an email address.	Discussions with the Group Operations Leader – Journey’s, and walkthrough of the customer creation process and Origin’s systems, confirmed that Origin’s billing procedures allow customers to receive bills via e-mail or mail at the customers nominated address or e-mail. Section 10 of the Standard Form Contract and Section 9 of the Non-Standard Form Contracts offered to the customers also include that the bills to the customers will be sent to the address that they choose, which can also be the e-mail address. Our sample verification of 75 customer bills confirmed that the bills were issued to the customers on the addresses nominated by them.
		Priority 4	
147 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.5(1)	Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in clauses 4.5(1)(a)-(cc) on the customer’s bill.	Discussions with the Billing Team confirmed that customer bills are system-generated by extracting the necessary information from Kraken. The required bill contents are also outlined within customer contracts. Our sample verification of customer bills for 75 samples confirmed that each bill included all components required under Clause 4.5 of the Compendium
		Priority 2	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
147A (2024 only)	Energy Coordination Act section 11M Compendium clauses 13(1) to 13(7)	In addition to any information required to be included on a customer's bill under another provision of this Compendium, a retailer must include the information set out in subclauses 13(1) through to 13(7) on the customer's bill.	<p>Discussions with the Billing Team, review of Kraken System noted that Origin utilises bill templates to ensure consistency in information provided to customers. Customer bills are system-generated by extracting the necessary information from Kraken.</p> <p>Our sample verification of customer bills for 75 samples confirmed that each bill included all components required under clauses 13(1) to 13(7) of the Compendium where applicable.</p>
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: A</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: A	Compliance Rating: 1	
149	Energy Coordination Act section 11M Compendium clause 4.5(3) / 13(8)	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.	<p>The Group Operations Leader – Hardship advised that Origin does not bill based on historical debt. Hence, this obligation is not applicable.</p>
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	
150 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.6	A retailer must base a customer's bill on the distributor's or metering agent's reading of the meter at the customer's supply address, or the customer's reading of the meter provided the retailer, and the customer agreed that the customer will read the meter.	<p>Discussions with the Manager, Industry Delivery & Concessions, and a review of process documentation, confirmed that customer bills issued by Origin are based on the following sources:</p> <ul style="list-style-type: none"> Actual meter readings provided by the distributor; Estimated meter readings provided by the distributor, where actual readings could not be obtained; or Customer-provided actual meter readings under the self-read option. <p>The self-read option is used in cases where a customer disputes the original reading whether actual or estimated, provided by the distributor and requests to be billed based on their own meter reading.</p> <p>Our sample verification of 75 customer bills confirmed that the Origin based its customers' bills on the following:</p> <ul style="list-style-type: none"> Distributor provided actual meter reading; Distributor provided estimated meter reading; or Customer self-meter reading.
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
150A (2024 Only)	Energy Coordination Act section 11M Compendium clauses 14(1) and 14(2)	Subject to clause 15, a retailer must base a customer's bill on the criteria specified in 14(1) and 14(2).	<p>Our sample verification of 75 customer bills confirmed that the Origin based its customers' bills on the following:</p> <ul style="list-style-type: none"> Distributor provided actual meter reading; Distributor provided estimated meter reading; or Customer self-meter reading.
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Billing (Cont.)						
152	Energy Coordination Act section 11M Compendium clause 4.7(1) / 14(3)	If a retailer is required to comply with subclause 14(1)(a), the retailer must use its best endeavours to ensure that an actual value is obtained as frequently as required to prepare its bills.	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	The Operations Lead advised that Origin utilises the Amphio System to regularly obtain market meter reading data. Management further confirmed that Origin retrieves gas meter data within a 10-day window, in accordance with market procedures. On the sixth day, any pending reading requests are added to the 'Late Bill Report' list, prompting the Meter Data Team to follow up with the distributor for actual or estimated readings.
153	Energy Coordination Act section 11M Compendium clause 4.7(2) / 14(4)	A retailer must ensure that at least once every 12 months it obtains metering data from an actual meter read unless the retailer is required to comply with the retail market procedures, in which case it does not have to.	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	Our testing of 75 customer bills verified that, where possible, actual meter reads were used to ensure billing accuracy. In instances where actual reads were unavailable, bills were based on distributor-provided estimates. The testing confirmed that no customer bills were estimated for a period exceeding 12 months.
153A (2024 only)	Energy Coordination Act section 11M Compendium clause 14(5)	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 14(1)(c).	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	Origin does not offer alternative arrangements for calculating gas bills. Bills are based solely on one of the following methods: <ul style="list-style-type: none"> Actual meter readings provided by the distributor; Estimated meter readings provided by the distributor when actual reads are unavailable; or Customer-provided actual meter readings under the self-read option. In accordance with regulatory requirements, a meter read either actual or estimated must be conducted at least once every 12 months.
154 (2022 to 2023 only)	Energy Coordination Act section 11M Compendium clause 4.8(1)	A retailer must give the customer an estimated bill in the manner specified, if the retailer is unable to reasonably base a bill on a reading of the meter.				Discussions with the Billing Team and a detailed walkthrough of the Kraken system noted that: <ul style="list-style-type: none"> Origin issues an estimated bill only if the actual meter reads are not received by the distributor, in which cases, the estimated meter readings are received by the distributor to form the basis of the estimated bills. <i>(Continue to next page)</i>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
154 (2022 to 2023 only)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> In instances where an actual meter read cannot be obtained prior to the quarterly billing cycle, customer bills are based on estimated readings and identified as such on the quarterly bill issued to the customer. <p>A review of an estimated customer bill identified that for the billing period, Origin was unable to read the customer's meter, resulting in an estimated bill. We further noted that customers are encouraged to contact Origin for further information regarding the basis and reason for the estimation. A detailed guidance is available to agents to respond to the customer queries for the estimated bills; specifically, around advising customers of the basis and reason for the estimation.</p>
		Priority 4	
155	Energy Coordination Act section 11M Compendium clause 4.8(2) / 15(1)	If a retailer has based a customer's bill on an estimation, a retailer must clearly specify on the bill the information prescribed in clauses 15(1)(a) to (c).	<p>We confirmed that Origin's estimated bill templates include the following information:</p> <ul style="list-style-type: none"> The bill is based on an estimation; Customers are encouraged to contact Origin to understand the basis and reason of the estimation via telephone calls or the customer online portal; Customers may request a verification of an estimation; and Customers may submit their own meter read. <p>However, our review of the 2022 Estimated Bill template revealed that it does not clearly state that Origin will provide the basis and reason for the estimation upon customer request. Further reviews of the 2023, 2024, and 2025 Estimated Bill templates noted that they do not clearly specify the customer's right to request a meter reading.</p> <p>As this represents a significant control deficiency, sample testing was not performed for Estimated Bills.</p> <p>Recommendation 03/2025:</p> <p>We recommend that Management:</p> <ul style="list-style-type: none"> Update all Estimated Bill templates to include a standardised and clearly visible statement informing customers of their rights covering the information prescribed in clauses 15(1)(a) to (c); Implement a quality assurance process to ensure the statement is consistently included in all future estimated bills. Provide training or guidance to relevant teams to reinforce the importance of including this information.
		Priority 2	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
156	Energy Coordination Act section 11M Compendium clause 4.8(3) / 15(2)	Upon request, a retailer must provide to a customer the basis and the reason for the estimation.	Examination of an estimated WA customer bill during the audit period and discussions with the Billing Team, confirmed that Origin's Estimated Bills inform the customer of the basis and the reason for the estimation, thus confirming compliance with Compendium clause 15(2). Customers can request an explanation of their estimated bill by contacting Origin's front-line staff via telephone or e-mail. Origin monitors the resolution of these customer requests through the Daily Performance Report, which tracks the total number of requests received each day, the proportion resolved on the same day, and those carried over to the next business day. Our review of this report indicates that Origin may receive up to 1,600 requests daily, with an average same-day completion rate of approximately 85%.
			Priority 4 Control Adequacy: N/P Compliance Rating: 1
156A (2024 only)	Energy Coordination Act section 11M Compendium clause 15(3)	A retailer must comply with clause 15(2), a) within five business days of the customer making the request; or b) if the retailer requires information from the distributor to be able to provide the information, within five business days of the retailer receiving that information from the distributor.	According to page 15 of Origin's Overview Billing Manual, Origin must inform customers of the reason and basis for an estimated bill within five business days of receiving the request. Additionally, the Meter Reads & Reason Codes manual (page 4) states that if Origin needs to contact the distributor to obtain the reason for the estimate, it must do so promptly. In such cases, Origin is required to notify the customer of the reason for the estimate within five business days of receiving the information from the distributor. A review of a sample estimated bill indicates that the bill was based on an estimate due to Origin being unable to obtain a meter read for the billing cycle. The bill also encourages customers to contact Origin for further information regarding the basis and reason for the estimate.
			Priority 4 Control Adequacy: N/P Compliance Rating: 1
157 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.9	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.	Review of the Non-Standard Contract and Standard Form Contract terms and conditions and a sample of 75 customer bills, as well as walkthrough discussions with the Billing Team confirmed that if a customer is billed on an estimate, they are able to request an actual read. Furthermore, the contract states that if Origin issues a bill based on estimated usage due to being unable to access the meter, and the customer subsequently requests a bill based on an actual meter reading, Origin will comply, provided the customer grants access to the meter and pays any reasonable charge requested by Origin Further, Origin's Billing Manual outlines that, upon customer request following an estimated bill, Origin is required to conduct a meter read. Once the meter read is completed, the customer receives an amended bill, which may be higher or lower than the original estimate. <i>(Continue to next page)</i>
			Priority 4 Control Adequacy: N/P Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
158	Energy Coordination Act section 11M Compendium clauses 4.10 / 16(1) and 16(2)	If a retailer has based a bill on an estimation because a customer failed to provide access to the meter, and the customer subsequently requests the retailer to replace the estimated bill with a bill based on actual value; and provides access to the meter, and pays the retailer's reasonable charge for reading the meter (if any), the retailer must use its best endeavours to replace the estimated bill with a bill based on an actual value.	<p><i>(Continued from previous page)</i></p> <p>Following the completion of the actual read, the data flows through the regular billing process and customer bills are adjusted based on the actual.</p> <p>Based on enquiries and examination of documentation, we can conclude that Origin was compliant with the obligation during the audit period.</p>
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
160 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.11(2)	If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.	<p>Discussions with the Billing Team and review of the Kraken system confirmed that, customers can raise billing disputes, including requests for meter tests or meter read checks if they believe there is an issue with their bill. When a dispute is raised, the customer's profile in Kraken is quarantined to prevent additional bills from being issued until the matter is resolved.</p> <p>If the dispute is resolved and Origin confirms that the original bill is accurate, customers may still request a meter test. In cases where a fault is identified in the meter, Origin is required to refund any charges associated with the meter testing.</p> <p>We noted through discussions that only four meter test requests were received from customers during the audit period. In all instances, the tests were conducted by the distributor following receipt of the Meter Test Requests from Origin. None of the meter tests resulted in an identification of a faulty gas meter.</p>
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
161	Energy Coordination Act section 11M Compendium clauses 4.12(1) / 17(1) to 17(3)	If a retailer offers alternative tariffs and a customer meets the circumstances in subclause 17(1)(a) and (b), the retailer must transfer the customer to the other tariff within 10 business days of the customer satisfying subclause 17(1)(b). The effective date of change is set out in clause 17(3).	<p>The Manager, Industry Delivery & Concessions advised that Origin does not provide any alternative gas tariffs to WA gas customers. Hence, this obligation is not applicable.</p>
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: N/R</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
163	Energy Coordination Act section 11M Compendium clauses 4.13 / 18(1) and 18(2)	If a customer is no longer eligible to receive an existing tariff under which the customer is currently supplied gas, a retailer must notify the customer prior to changing the customer to another tariff.	The Manager, Industry Delivery & Concessions advised that Origin does not provide any alternative gas tariffs to WA gas customers. Hence, this obligation is not applicable.
		Priority 4	Control Adequacy: N/P Compliance Rating: N/R
164 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.14(1)	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.	Customers can request a final bill by contacting Origin via e-mail or telephone. Once the request is received, it is entered into Kraken with the agreed move-out date, and a final gas meter read request is sent to the distributor through B2B communications. If a final meter read cannot be completed by the specified move-out date, Origin may request an amendment to the move-out date. Our Testing of a total of 25 final bills in credit included a total of 13 final bills issued prior to 1 July 2024. Of the 13 final bills issued prior 2024, we verified that customers have received a final bill as a result of their request.
		Priority 5	Control Adequacy: N/P Compliance Rating: 1
165 (2020 to 2023) & 180C (2024 only)	Energy Coordination Act section 11M Compendium clauses 4.14(2) and 23(2)	165 If the customer's account is in credit at the time of account closure, the retailer must, subject to clause 4.14(3), at the time of the final bill ask the customer for instructions on where to transfer the amount of credit (based on clauses 4.14(2)(a) or (b)), and pay the credit in accordance with the customer's instructions within 12 business days or another time agreed with the customer. <i>(Continue to next page)</i>	Discussions with the Billing Team and a review of process documents, confirmed that Origin has established processes to ensure that when a customer's account is in credit at the time of closure, a letter is issued alongside the final bill. This letter informs the customer of the credit balance and provides the following options: <ul style="list-style-type: none"> Submit an online form to request a refund via bank transfer or cheque by post; or Request a transfer of the credit to another account held with Origin. Our testing of 25 final bills in credit included 13 final bills issued prior to 2024. Among these 13, all included debt amounts owing to Origin. Of the 13: <ul style="list-style-type: none"> The credit amount remained in the Kraken system in 2 instances, because the customer did not respond to Origin's request for instructions. The customer provided instructions in 11 instances, and Origin actioned them within 12 business days. Additionally, we identified 5 instances where the final bill did not include a request for the customer to provide instructions on whether the credit should be transferred to another account with the retailer or to a nominated bank account. <i>(Continue to next page)</i>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings				
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)							
Billing (Cont.)							
165 (2020 to 2023) & 180C (2024 only)	As above.	<p>(Continued from previous page)</p> <p>180C</p> <p>Unless subclause 23(4) applies, if a customer's account is in credit at the time of account closure, a retailer must, at the time of the final bill, ask the customer for instructions as to whether the amount of credit should be transferred to another account the customer has, or will have, with the retailer, or a bank account nominated by the customer.</p>	<p>(Continued from previous page)</p> <p>We acknowledge that Origin identified this issue prior to the completion of fieldwork, and it will be included in the Breach Report to be submitted to the ERA by 31 August 2025.</p> <p>Discussions with the Billing Team confirmed that when a customer's account is in credit at the time of closure, Origin will, at the time of issuing the final bill, request instructions from the customer regarding how the credit should be handled as per the requirements of clause 23(2).</p> <p>However, of the 12 final bills issued during or after 2024, we identified 6 instances where the bill did not include a request for the customer to provide instructions regarding the handling of the credit balance. Specifically, these bills did not ask whether the credit should be:</p> <ul style="list-style-type: none"> ▪ Transferred to another account the customer holds (or will hold) with the retailer, or ▪ Refunded to a nominated bank account. <p>We acknowledge that this issue was identified by Origin prior to the completion of fieldwork and has been included in the Breach Report submitted to the ERA on 31 August 2025.</p> <p>Recommendation 04/2025:</p> <p>We recommend that Management:</p> <ul style="list-style-type: none"> ▪ Consider implementing a mandatory prompt within the Kraken system to request customer instructions regarding the handling of credit balances at the time of account closure. ▪ Consider introducing system notifications to flag outstanding customer instruction requests. ▪ If system automation is not feasible, implement periodic quality assurance checks to verify that final bills with credit balances include the required instruction prompts and Origin has followed up with customers on outstanding instruction requests in a timely manner. ▪ Ensure that all final bills, regardless of issuance date, include clear guidance asking whether the credit should be: <ul style="list-style-type: none"> - Transferred to another account the customer holds (or will hold) with Origin, or - Refunded to a nominated bank account. 				
		<table border="1"> <tr> <td>Priority 4¹</td> <td rowspan="2">Control Adequacy: C</td> <td rowspan="2">Compliance Rating: 3</td> </tr> <tr> <td>Priority 3¹</td> </tr> </table>	Priority 4 ¹	Control Adequacy: C	Compliance Rating: 3	Priority 3 ¹	
Priority 4 ¹	Control Adequacy: C	Compliance Rating: 3					
Priority 3 ¹							

Note 1 Obligation 165 was assigned an **Audit Priority 4** rating and Obligation 180C was assigned an **Audit Priority 3** rating.

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Billing (Cont.)						
165A (2020 to 2023) & 180E (2024 only)	Energy Coordination Act section 11M Compendium clause 4.14(3), 23(4) and 23(5)	165A If the customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, with written notice to the customer, use that credit to set off the debt. If after the set off, there remains an amount of credit, the retailer must ask the customer for instructions in accordance with clause 4.14(2).	Our sample testing of 25 customer final bills and accounts closure noted 5 instances where the customer's account was in credit at the time of account closure. The credit amount remained in the Kraken system in these 5 instances, because the customer did not respond to Origin's request for instructions. The credit amount for all 5 customers totalled \$2,693.61.			
		180E 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 that credit to set off the debt. However, after a set-off under subclause 23(4), there remains an amount of credit, the retailer must deal with the amount in accordance with subclauses 23(2) and 23(3).				
		<table border="1"> <tr> <td style="background-color: #FF69B4;">Priority 4</td> <td style="background-color: #A9A9A9;">Control Adequacy: N/P</td> <td style="background-color: #90EE90;">Compliance Rating: 1</td> </tr> </table>	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1				
166	Energy Coordination Act section 11M Compendium clause 4.15 / 19(1)	If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill if the customer: <ul style="list-style-type: none"> (a) requests a review; and (b) has not already paid the bill, pays the lesser of the following - <i>(Continue to next page)</i>	As per Origin's Billing Manual, Origin has an obligation to review a customer's bill upon request. As outlined in the Compliance Considerations section of Origin's Billing Manual, Origin is required to follow the procedure below in ACT, NSW, QLD, SA, and TAS to ensure compliance: <ul style="list-style-type: none"> ▪ Before reviewing and adjusting a bill that Origin reasonably believes to be incorrect, Origin may require the customer to pay the lesser of: <ul style="list-style-type: none"> - The portion of the bill not in dispute between the customer and Origin; or - An amount equal to the average of the customer's bills over the previous 12 months, excluding the disputed bill. <i>(Continue to next page)</i>			

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
166	As above.	<p><i>(Continued from previous page)</i></p> <p>(i) that portion of the bill under review that the customer and the retailer agree is not in dispute; or</p> <p>(ii) the amount equal to the average of the customer's bill over the previous 12 months (excluding the bill in dispute).</p>	<p><i>(Continued from previous page)</i></p> <p>This process is not mandatory under Origin's procedures in Western Australia (WA). However, the Billing Manual further states that as a result of billing disputes, all customers regardless of their State may be required to pay lesser of:</p> <ul style="list-style-type: none"> - The portion of the bill not in dispute between the customer and Origin; or - An amount equal to the average of the customer's bills over the previous 12 months, excluding the disputed bill. <p>As a result, there is an inconsistency as to which States the above requirement is applied to.</p> <p>Improvement Opportunity:</p> <p>We recommend that Management update the wording of the Billing Manual to align WA Billing Procedures with the procedures applied in ACT, NSW, QLD, SA, and TAS to ensure consistency in documented processes.</p>
		<p>Priority 4</p> <p>Control Adequacy: B</p> <p>Compliance Rating: 1</p>	
167	Energy Coordination Act section 11M Compendium clause 4.16(1)(a) / 19(2)(a)	<p>If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer:</p> <ul style="list-style-type: none"> ▪ may require the customer to pay the amount (if any) of the bill that is still outstanding; and ▪ must advise the customer that the customer may request a meter test; and ▪ must advise the customer of the existence and operation of the retailer's standard complaints and dispute resolution procedures and details about making a complaint to the gas ombudsman. 	<p>According to the Billing Manual Compliance Considerations section, if Origin determines that a bill is correct after conducting a review, it must:</p> <ul style="list-style-type: none"> ▪ Require the customer to pay any outstanding amount; ▪ Advise the customer of their right to request a meter test; ▪ Inform the customer about the existence and operation of Origin's Standard Complaints and Dispute Resolution Procedure ("SCDRP"), including their rights and the process to lodge a dispute with the Gas Ombudsman if they are dissatisfied with the outcome of the bill review or Origin's proposed actions. <p>We also sighted Origin's Standard Complaints and Dispute Resolution Procedure, which outlines the steps for lodging a complaint, including relevant contact information.</p> <p>Further, a review of the residential bill review template confirmed that when Origin finds a bill to be correct, it advises the customer:</p> <ul style="list-style-type: none"> ▪ That they may request a meter test; and ▪ Of the existence and operation of the retailer's SCDRP, including relevant details. <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)						
Billing (Cont.)						
167	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p>However, we noted the following observations from our sample transaction testing of 15 bill reviews:</p> <ul style="list-style-type: none"> 2022–2023: Out of 8 bill reviews, we noted 2 instances where Origin did not advise customers of their right to request a meter test. 2024–2025: Out of 7 bill reviews, Origin provided all required information to customers in every instance. <p>Recommendation 05/2025:</p> <p>We recommend that Management:</p> <ul style="list-style-type: none"> Update the bill review templates to include mandatory fields or standard language that cannot be omitted, ensuring consistent communication of: <ul style="list-style-type: none"> The right to request a meter test; and Details of the Standard Complaints and Dispute Resolution Procedure. Conduct periodic audits of bill reviews to verify compliance with the Billing Manual. <p>Provide refresher training to staff involved in bill reviews, emphasising the importance of advising customers of the rights, including meter testing and dispute resolution options.</p>			
		<table border="1"> <tr> <td>Priority 2</td> <td>Control Adequacy: B</td> <td>Compliance Rating: 2</td> </tr> </table>	Priority 2	Control Adequacy: B	Compliance Rating: 2	
Priority 2	Control Adequacy: B	Compliance Rating: 2				
168	Energy Coordination Act section 11M Compendium clause 4.16(1)(b) / 19(2)(b)	If a retailer is satisfied after conducting a review of a bill that the bill is incorrect, the retailer must comply with clauses 21 or 22, as the case requires and may require the customer to pay the amount (if any) of the bill that is still outstanding.	<p>Review of the Origin's Overview Billing Manual confirmed that under section "Compliance Considerations", Origin WA is required to adjust the bill if Origin is satisfied the bill is incorrect in-line with undercharging and overcharging guidelines and the customer may be required to pay the amount of the bill that is still outstanding.</p> <ul style="list-style-type: none"> If an error occurs due to Origin's responsibility, an amended bill and cover letter must be issued automatically. The letter must inform the customer: <ul style="list-style-type: none"> There may be a credit (with an option to request a refund). There may be a debit (with an option to request more time to pay). <p><i>(Continue to next page)</i></p>			

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
168	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p>Undercharging Customers</p> <ul style="list-style-type: none"> Origin must not charge for unbilled amounts older than 12 months from the date the customer is notified (e.g., bill issue date). No interest is to be charged on undercharged amounts. <p>Overcharging WA Gas Customers</p> <p>Overcharge > \$100:</p> <ul style="list-style-type: none"> Origin must use best endeavours to: <ul style="list-style-type: none"> Notify the customer within 10 business days of becoming aware. Ask whether the amount should be credited or refunded. Credit the amount to the next bill. If the customer has left Origin, attempt at least 3 communications to refund the amount within 10 business days. <p>Overcharge ≤ \$100:</p> <ul style="list-style-type: none"> Notify the customer by the next bill after becoming aware. Ask whether the amount should be credited or refunded. Credit the amount to the next bill. If the customer has left Origin, attempt at least 3 communications to refund the amount within 10 business days. <p>Origin's Overview Billing Manual states that within 5 business days of Origin's request for instructions, if the customer:</p> <ul style="list-style-type: none"> instructs Origin to credit the amount to the customer's account, Origin must credit the amount as instructed within 12 business days of receiving the instructions instructs Origin to repay the amount to the customer, Origin must repay the amount as instructed within 12 business days of receiving the instructions gives Origin no instructions, Origin must use reasonable endeavours to credit the amount to the customer's account by automatically by sending the customer their bill with an amended bill cover letter.
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Billing (Cont.)					
169	Energy Coordination Act section 11M Compendium clause 4.16(2); 2024 Compendium clause 19(3)	The retailer must inform a customer of the outcome of the review (of the bill) as soon as practicable.	Review of Origin's Overview Billing Manual confirmed that under the section "Compliance Considerations", Origin is required to inform the customer of the review outcome as soon as practicable after the review is completed. Through discussions with the Billing Team and review of a sample billing data, we noted that this <i>process</i> has occurred.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
170	Energy Coordination Act section 11M Compendium clause 4.16(3) / 19(4)	If the retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review, the retailer must notify the customer of the status of the review as soon as practicable after the expiration of that period.	Review of Origin's Overview Billing Manual confirmed that under the section "Compliance Considerations", if Origin has not informed the customer of the review outcome within 20 business days from the date the review was requested, Origin must advise the customer of the status of the review as soon as practicable. Through discussions with the Billing Team and review of a sample billing data, we noted that this process has occurred.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
170A (2024 only)	Energy Coordination Act section 11M Compendium clause 20(1)	If a customer requests that the meter be tested and pays the retailer's reasonable charge for testing the meter (if any), the retailer must request the distributor or metering agent to test the meter.	Customers may raise billing disputes, including meter tests and meter read checks, if they believe there is an issue with their bill. Once a dispute is lodged, the customer's profile in Kraken is quarantined to prevent further billing until the matter is resolved, and Origin request the distributor or metering agent to test the meter.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	If the dispute is resolved and Origin confirms that the bill is accurate, customers may still request a meter test for further assurance. In cases where the meter is found to be faulty, Origin is obligated to refund the charges associated with the meter testing.
170B (2024 only)	Energy Coordination Act section 11M Compendium clause 20(2)	If the meter is tested and found to be incorrect or defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.	Through discussions, we noted that only four meter test requests were received from customers during the audit period. The requests were raised between 22 May 2023 and 16 November 2023. No requests were raised after 1 July 2024. In all instances, the tests were conducted by the distributor following receipt of the Meter Test Requests from Origin. None of the meter tests resulted in an identification of a faulty gas meter.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
171	Energy Coordination Act section 11M Compendium clauses 4.17(2) / 21(1) and 21(2)	If a retailer proposes to recover an amount that has been undercharged, the retailer must do so in the manner specified in subclause 21(1).	<p>Origin's Overview Billing Manual outlines the procedures governing Origin's billing practices, including the process for recovering undercharged amounts from customers. In accordance with the manual:</p> <ul style="list-style-type: none"> The recoverable amount must be limited to charges incurred within the 12 months preceding the date the Western Australian (WA) customer was notified of the undercharge. If Origin changes a customer to an alternative tariff, resulting in ineligibility for the previously applied tariff, the recoverable amount must also be limited to the 12 months prior to the date the customer was informed of the undercharge. Customers must be notified of the amount to be recovered no later than their next bill. Origin will issue an amended bill letter to communicate this. No interest or late fees may be applied to the undercharged amount. For residential customers only: Origin must offer the option to pay the undercharged amount over a period chosen by the customer. <p>However, we noted the following gaps:</p> <ul style="list-style-type: none"> We acknowledge that under the "Undercharge" section of the Billing Manual, Origin is required to offer customers time to pay which must not be longer than the period in which the recoverable undercharge occurred. However, Clause 21, Subclause (1)(d) of the <i>Compendium Gas Customer Licence</i> stipulates that Origin must offer customers a repayment period at least equal to the duration over which the undercharge occurred. The current policy may result in Origin offering a repayment period shorter than the undercharge period, which would not meet regulatory requirements. We noted an inconsistency in the manual regarding the age of recoverable undercharges. While the manual correctly states that Origin must not recover amounts older than 12 months prior to notifying WA customers, it also suggests that if the undercharge occurred over more than one year, the maximum repayment period offered should be one year. This contradiction may lead to inconsistent application of the policy and potential non-compliance with the <i>Compendium Gas Customer Licence</i>. <p>Our review of an undercharge bill and its accompanying cover letter and noted the following:</p> <ul style="list-style-type: none"> The recoverable amount was correctly limited to the 12 months preceding the date the WA customer was notified of the undercharge. <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
171	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> Customers were notified of the amount to be recovered no later than their next bill, and an amended bill letter was issued. No interest, late fees, or alternative tariff charges were applied to the undercharged amount. Customers were notified of the required due date for repayment and were advised that the customer has the right to request a payment plan in order to repay the undercharged amount. <p>Improvement Opportunity: We recommend that Management:</p> <ul style="list-style-type: none"> Revise the "Undercharge" section of the Billing Manual to explicitly state that the repayment period offered to customers must be at least equal to the duration over which the undercharge occurred when establishing a payment plan, regardless of whether the period is less than or greater than one year. Remove or amend the statement suggesting a maximum repayment period of one year for undercharges occurring over more than one year to ensure uniform interpretation and implementation. Ensure billing teams are trained, and systems are updated to reflect the updated policy/ procedure. Specifically, when issuing undercharge bills, the repayment period offered must be calculated based on the actual duration of the undercharge where payment plans are established.
		<p>Priority 4</p> <p>Control Adequacy: B</p> <p>Compliance Rating: 1</p>	
171B (2024 only)	Energy Coordination Act section 11M Compendium clause 21(3)	<p>If, after notifying a customer of the amount to be recovered in accordance with subclause 21(1)(b), the customer fails to pay the amount by the due date and does not enter into a payment plan under subclause 21(1)(d) – if that subclause applies- a retailer may do either but not both of the following:</p> <ul style="list-style-type: none"> charge the customer interest on the amount from the due date; or require the customer to pay a late payment fee. 	<p>Discussions with the Operations Lead confirmed that in instances where customers fail to pay the undercharged amount by the due date, the regular collections process will be followed.</p> <p>As per Origin's External Debt Collection / Default process, Origin only provides information to credit reporting agencies if Origin has failed to collect outstanding debt from a customer via their internal collections process.</p> <p>Prior to listing a default, Origin notifies the customer of its intention to report the outstanding debt, providing an opportunity for the customer to resolve the matter. If the debt remains unpaid, the default will proceed, and the customer's credit file will be updated accordingly.</p> <p>Origin's Collections Team shares daily response files with its debt collection partners, identifying which accounts remain active for collection and which have been closed due to payment.</p> <p>We confirmed the existence of this process through review of billing data and the Kraken system.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
172	Energy Coordination Act section 11M Compendium clauses 4.18(2) and 4.18(5) / 22(1)	<p>If a customer (including a customer who has vacated the supply address) has been overcharged, the retailer must:</p> <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 as to whether the amount should be credited to the customer's next bill; or a bank account nominated by the customer; or included as part of a new bill smoothing arrangement if the overcharge arises as part of a prior bill smoothing arrangement. 	<p>Discussions with the Billing Team and review of the <i>Billing Manual</i> noted the following processes for identifying and addressing overcharges (including on closed accounts):</p> <ul style="list-style-type: none"> Overcharges may be identified either by Origin or by the customer. Overcharge scenarios include instances where customer bills are based on estimations, in accordance with 2024 Compendium clause 14(1)(a) or clause 12(2)(a)-(c), and a follow-up actual meter read has occurred; the data then flows through the regular billing process and customer bills are adjusted based on the actual reading. The bills, including any final bill, is accompanied by an overcharge cover letter explaining: <ul style="list-style-type: none"> The reason for the overcharge; The period during which the overcharge occurred; and The amount to be credited to the customer's account. When identified by the customer, it is typically the result of a request for a meter reading, which may reveal that previous bills based on estimated readings were overcharged. Once a new meter reading is conducted, the customer's account is automatically updated, and the corrected bill is issued. This bill is accompanied by an overcharge cover letter. <p>The <i>Overview: Refunds</i> document dated 4 April 2025 mentions that an overcharge can potentially occur in the following scenarios:</p> <ul style="list-style-type: none"> Amended Bill – an amended bill has been issued. Overpayments – a higher amount or wrong account was paid. Duplicate payments – resulting from accidental double payments. Credit balance on closed accounts – customer in credit after issuing final bill. Centrepay overpayments – excessive payments made over time or Centrepay payments received after customer becomes inactive. <p>(Continue to next page)</p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
172	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p>We noted the following relating to the handling of credit balances on current and closed customer accounts:</p> <ul style="list-style-type: none"> ▪ If the account balance is zero or in credit, the system automatically retains the credit on the account. However, the customer will be notified of the credit amount and may request to transfer the credit to another account the customer has with Origin or if preferred, the issuance of a refund; and ▪ If the account has a debit balance the credit amount is automatically applied to reduce the outstanding bill. This adjustment is clearly reflected in the bill. <p>In accordance with the Compendium of Gas Customer Licence Obligations, an overcharge is defined as follows:</p> <p><u>Compendium of Gas Customer Licence Obligations dated 28 June 2024</u></p> <p>“Overcharging” includes the overcharging of a customer as the result of:</p> <p>(a) an error, defect or default for which the retailer or distributor is responsible (including when a meter is found to be defective); or</p> <p>(b) the retailer basing a bill or bills on estimated energy data (provided either under clause 14(1)(a) or due to the retailer’s estimate under clause 12(2)(a).</p> <p>(c) that is greater than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by the distributor or metering agent.</p> <p><u>Compendium of Gas Customer Licence Obligations dated 6 January 2020</u></p> <p>“Overcharging” means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(a) as a result of some defect, error or default for which the retailer or distributor is responsible or contributed to, but does not include an adjustment.</p> <p>Sample transaction testing of 25 overcharges and 25 final bills in credit using the definitions above, confirmed the following:</p> <ul style="list-style-type: none"> ▪ Origin informed the customer of the amount overcharged within 10 business days after it became aware of the overcharge; and <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Billing (Cont.)					
172	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> Origin asked the customer for instructions as to whether the amount should be credited to another account the customer has with Origin; or a bank account nominated by the customer. <p>Additionally, as noted in Origin's response to the Information Request sent to the ERA on 22 August 2025, Origin will continue to use the established processes as outlined above to inform inactive customers of their credit balances, ask the customer to cease payments and provide customers with refund options.</p>		
			Priority 3	Control Adequacy: A	Compliance Rating: 1
173	Energy Coordination Act section 11M Compendium clause 4.18(3) / 22(2)	If a retailer receives instructions under subclause 22(1) the retailer must deal with the amount in accordance with the customer's instructions within 12 business days after receiving the instructions.	<p>Review of the Origin's Overview Billing guideline and process document confirms that once a customer has advised how they would like to receive this amount (i.e. refund or account credit), Origin is required to process the refund or credit within 12 business days of the customer's response.</p>		
			Priority 4	Control Adequacy: N/P	Compliance Rating: 1
174	Energy Coordination Act section 11M Compendium clause 4.18(4) / 22(3)	If a retailer does not receive instructions under subclause 22(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.	<p>Review of Origin's Billing Guideline and Process Document confirms that when a customer is overcharged and does not specify their preferred method of reimbursement (i.e. refund or account credit), Origin will automatically credit the overcharged amount to the customer's account for use in the next bill.</p> <p>Additionally, the review of the overcharge bill template shows that customers receive a cover letter attached to their next bill, advising them of the overcharge and the resulting action taken specifically, the credit applied to their account.</p>		
			Priority 5	Control Adequacy: N/P	Compliance Rating: 1
175	Energy Coordination Act section 11M Compendium clause 4.18(6) / 22(4)	If a customer has been overcharged an amount that is less than \$100, the retailer may credit the amount to the customer's next bill instead of complying with subclause 22(1).	<p>Review of Origin's Billing Guideline and Process Document confirms that when a customer is overcharged by less than \$100, Origin is required to notify the customer no later than the next bill after becoming aware of the overcharge. Origin must ask the customer whether they prefer a refund or a credit to their account. If the customer does not respond with their preferred option, Origin will automatically credit the overcharged amount to the customer's account for use in the next bill. <i>(Continue to next page)</i></p>		

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description			Observations and Findings	
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Billing (Cont.)						
175	As above.	As above.	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	<p><i>(Continued from previous page)</i></p> <p>Customers receive a cover letter attached to their next bill, advising them of the overcharge and the action taken (i.e. credit to their account).</p> <p>The review of the overcharge bill template and accompanying cover letter confirmed that a customer who was overcharged by less than \$100 was notified no later than their next bill following Origin's identification of the error.</p>
175A (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.18(7) / 22(5)	No interest is payable on an amount that has been overcharged.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	<p>The Credit & Collections Team advised that Origin does not charge interest on over or undercharged amounts. Hence, this obligation is not applicable for Origin.</p>
175B (2024 only)	Energy Coordination Act section 11M Compendium clauses 22(6) and 22(7)	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 of the overcharge to set off the debt, if the customer is not a residential customer experiencing financial hardship.	Priority 5	Control Adequacy: N/P	Compliance Rating: 1	<p>According to Origin's Billing Guidelines and Process documentation, when a customer has been overcharged and is classified as experiencing payment difficulty or hardship, Origin is not permitted to apply the overcharged amount to offset any existing debt on the account. In all other cases where a customer owes a balance to Origin, the customer will receive a written notice or cover letter advising that the overcharged amount will be used to offset the outstanding debt. Through discussions with the Billing Team and review of example bills we confirmed the existence of this process.</p>
175C (2024 only)	Energy Coordination Act section 11M Compendium clause 22(8)	If there remains any amount in credit after a set-off under subclause 22(6), the retailer must deal with the amount in accordance with subclauses 22(1) to (4) (depending on the amount that remains in credit).				<p>Origin's Billing Guidelines and Process documentation outlines specific procedures based on the value of the overcharged amount:</p> <ul style="list-style-type: none"> For overcharges exceeding \$100: <ul style="list-style-type: none"> Origin is required to process the overcharged amount according to the customer's preference either as a refund or an account credit within 12 business days of receiving the customer's response. <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Billing (Cont.)						
175C (2024 only)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> For overcharges under \$100: Origin must notify the customer no later than the next billing cycle after becoming aware of the overcharge. The customer will be asked to indicate their preferred resolution (refund or account credit). If the customer does not respond, the system will automatically apply the overcharged amount as a credit to the account, to be used in the next bill. <p>In both cases, the customer receives a cover letter attached to their next bill, detailing the overcharge and the action taken (e.g. credit applied to the account). We confirmed the existence of this process through discussion with the Billing Team and sample verification of customers' bills.</p>			
		<table border="1"> <tr> <td style="background-color: #FFC0CB;">Priority 4</td> <td style="background-color: #D3D3D3;">Control Adequacy: N/P</td> <td style="background-color: #90EE90;">Compliance Rating: 1</td> </tr> </table>	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1				
176 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.19(1)	If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of the customer, the retailer must follow the procedure specified in clauses 4.19(1)(a)-(d).	<p>Discussions with the Billing Team and review of relevant documentation confirmed that Origin has established the following procedures for recovering adjustment amounts from customers as required by the legislation:</p> <ul style="list-style-type: none"> Limit the recoverable amount to charges incurred within the 12 months prior to the date of the last actual meter reading. Notify the customer of the adjustment amount no later than the next bill after the overcharge is identified. An amended bill letter is issued to the customer. Not apply any late fees to the adjustment amount. <p>For residential customers only: Offer the option to pay the adjusted amount over a period that is equal to or longer than the duration of the adjustment period.</p>			
		<table border="1"> <tr> <td style="background-color: #FFC0CB;">Priority 4</td> <td style="background-color: #D3D3D3;">Control Adequacy: N/P</td> <td style="background-color: #90EE90;">Compliance Rating: 1</td> </tr> </table>	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1				
177 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.19(2) and 4.19(6)	<p>If after the meter reading a retailer becomes aware of an amount owing to the customer, the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to clauses 4.19(5) and 4.19(7), ask the customer for instructions as to whether the amount should be –</p> <ul style="list-style-type: none"> credited to the customer's account; repaid to the customer; or 	<p>Through discussions with the Billing Team and review of the Billing Guidelines and Process document, we confirmed the following procedures for managing overcharges:</p> <p><u>Overcharges Greater Than \$100</u></p> <ul style="list-style-type: none"> Origin must notify the customer within 10 business days of becoming aware of the overcharge. The customer is asked to indicate their preference for receiving the overcharged amount either as a refund or an account credit. Bill smoothing is not offered as a resolution option. <p><i>(Continue to next page)</i></p>			

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Billing (Cont.)					
177	As above.	<ul style="list-style-type: none"> included as a part of the new bill smoothing arrangement if the adjustment arises under clauses 4.3(2)(a)-(b). <p>No interest shall accrue to a credit or refund referred to in this clause.</p>	Priority 4	Control Adequacy: N/P	Compliance Rating: 1
			<p><i>(Continued from previous page)</i></p> <p><u>Overcharges Greater Than \$100 (Cont.)</u></p> <ul style="list-style-type: none"> Upon receiving the customer's response, Origin must process the payment within 12 business days according to the selected preference. If the customer does not respond, Origin is required to apply the overcharged amount as an account credit and issue a bill amendment reflecting the adjustment. 		
178 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.19(3)	If a retailer received instructions under clause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	Priority 4	Control Adequacy: N/P	Compliance Rating: 1
			<p><u>Overcharges Less Than \$100</u></p> <ul style="list-style-type: none"> Origin must notify the customer no later than the next billing cycle after identifying the overcharge. The customer is asked to choose between a refund or an account credit. If no response is received, the overcharged amount is automatically credited to the customer's account and applied to the next bill. 		
179 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.19(4)	If a retailer does not receive instructions under clause 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.	Priority 5	Control Adequacy: N/P	Compliance Rating: 1
			<p><u>Customer Communication</u></p> <ul style="list-style-type: none"> In all cases, customers receive a cover letter attached to their next bill, explaining the overcharge and the action taken. 		
180 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.19(5)	<p>If the adjustment amount owing to the customer is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read, and</p> <ul style="list-style-type: none"> ask the customer for instructions under clause 4.19(2); or credit the amount to the customer's next bill. 	Priority 5	Control Adequacy: N/P	Compliance Rating: 1
			<p><u>Interest Charges</u></p> <ul style="list-style-type: none"> As advised by the Operations Lead, Origin does not charge interest on either overcharged or undercharged amounts. We reviewed examples of billing records and confirmed the existence of the above process. 		

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Billing (Cont.)			
180A (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 4.19(7)	If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.19(2); or 4.19(5) where the amount is less than \$100.	Through discussions with the Billing Team and review of the Billing Guidelines and Process document and supporting evidence we confirmed the following regarding the application of overcharged amounts: <ul style="list-style-type: none"> Residential customers experiencing payment difficulty or hardship: Origin is not permitted to use the overcharged amount to offset any existing debt on the customer's account. All other customers with outstanding balances: Origin may apply the overcharged amount to reduce the debt. In such cases, the customer will receive a written notice or cover letter advising that the overcharge has been used to offset the amount owed to Origin.
		Priority 4	Control Adequacy: N/P
180B (2024 only)	Energy Coordination Act section 11M Compendium clause 23(1)	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.	Following discussions with the Billing Team, it was confirmed that when a customer requests a final bill for their supply address, Origin will use its best endeavours to arrange a meter reading and issue the final bill in accordance with the customer's request. As part of our review, we tested a sample of 25 final bills in credit, including 12 final bills issued during or after 2024. For all 12 bills issued in this period, we confirmed that a meter reading was conducted as part of the final bill preparation process.
		Priority 4	Control Adequacy: N/P
180D (2024 only)	Energy Coordination Act section 11M Compendium clause 23(3)	The retailer must, in accordance with the customer's instructions under subclause 23(3), transfer the amount of credit within 12 business days after receiving the instructions or another period agreed with the customer.	Discussions with the Billing Team and review of the Billing Manual confirmed that, Origin is required to transfer the amount of credit within 12 business days after receiving the instructions or another period agreed with the customer. Our sample testing of 12 final bills during or post 2024 where a customer has provided instructions, Origin have actioned those instructions within 12 Business Days.
		Priority 4	Control Adequacy: N/P

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Billing (Cont.)					
180F (2024 only)	Energy Coordination Act section 11M Compendium clauses 24(1) and 24(2)	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 e-mail address provided by the customer.	Discussions with the Billing Team and review of billing data confirmed that customer bills are issued to the customer via their preferred method (i.e. mail or e-mail).		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
180G (2024 only)	Energy Coordination Act section 11M Compendium clause 25	A retailer must not charge the following customers any amount of money for the provision of a paper bill: <ul style="list-style-type: none"> customers that are receiving concessions; customers experiencing financial hardship; or vulnerable customers. 	Customer bills are issued to the customer via their preferred method (i.e. mail or e-mail). The Operations Lead advised customers are not charged if their preferred method of receiving bills is via the mail (regardless of the customer's situation).		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
181	Energy Coordination Act section 11M Compendium clause 5.1 / 26	The due date by which the bill must be paid must not be earlier than 12 business days from the bill issue date.	Examination of three bills during sample testing, confirmed that the due date was at least 12 business days from the date of the bill.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	Discussions with the Billing Team confirmed that rules are set up in the Kraken System Architecture to enable the auto population of due dates in line with Compendium clause 26.

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment			
182	Energy Coordination Act section 11M Compendium clause 5.2 / 27(1)	A retailer must accept payment for a bill in the ways prescribed in subclause 27(1).	<p>Discussions and review of Origin's Payments Overview document noted the following all available payment methods offered to customers:</p> <p>In Person:</p> <ul style="list-style-type: none"> Customers can pay at any Australia Post Office using cash, cheque, or EFTPOS (Section "In Person", page 2). <p>Cheque by Mail:</p> <ul style="list-style-type: none"> Customers may send a payment slip along with a cheque payable to: Origin Energy Holdings Limited, GPO Box 2951, Sydney NSW 2001 (Section "Cheque", page 3). <p>Centrepay:</p> <ul style="list-style-type: none"> Available for residential customers, allowing payments to be made directly from Centrelink benefits (Section "Centrepay", page 3). <p>Electronic Payments:</p> <ul style="list-style-type: none"> Origin supports BPAY and Electronic Funds Transfer ("EFT") for convenient online payments (Sections "BPAY" and "Electronic Funds Transfer", pages 2 and 5). <p>Additionally, the Stripe Ad-hoc Card Payment document outlines Origin's process for customers wishing to make a one-off payment over the phone using a credit or debit card (Section "Purpose", page 1).</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
183 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 5.3	Prior to a direct debit facility commencing, a retailer must obtain the customer's verifiable consent and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits.	<p>As part of Origin's direct debit process, Origin must obtain the customer's explicit and informed consent before establishing an ongoing direct debit arrangement. This requirement applies when a customer adds or modifies a direct debit instruction.</p> <p>The process includes:</p> <ul style="list-style-type: none"> Setting up the payment schedule and frequency, and Agreeing on the commencement date for the direct debit. <p>These details are confirmed with the customer prior to activation to ensure transparency and compliance with consent obligations.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Payment (Cont.)					
184	Energy Coordination Act section 11M Compendium clauses 5.4 / 28(1) to 28(3)	A retailer must accept payment in advance from a customer. A retailer is not required to credit interest to an amount paid in advance. The amount of \$20 is the minimum amount a retailer is required to accept from a customer (although the retailer may accept a lower amount if it thinks fit).	Discussions with the Billing Team and review of Origin's contracts noted that customers are provided the option to set up direct debits in order to ensure consistent payments. Origin accepts payments made in advance from customers based on the customer's allocated frequency and amount (no minimum limit). Should the customer wish to receive the advance payment as a refund (where customer accounts are in credit), there are processes to facilitate this.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	
184A (2024 only)	Energy Coordination Act section 11M Compendium clauses 28(4) to 28(6)	A retailer may determine an amount (a maximum credit amount) that a customer's account may be in credit and must publish the maximum amount on its website. The maximum credit amount must not be less than \$100.	The Credit & Collections Team advised that Origin does not have a limit on the amount of credit a customer's account can be in. Hence, this obligation is not applicable.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	
185	Energy Coordination Act section 11M Compendium clause 5.5 / 29	A retailer must re-direct a customer's bill to a different address (including to an email address or a different email address) on the customer's request at no charge.	Discussions with the Billing Team confirmed that upon request via telephone or e-mail, a customer's bill may be redirected at no charge to an alternative postal address, e-mail address, or third party. This update is made directly in the customer's profile within the Kraken system. The right to redirect bills at no cost is also outlined in the following documents, available on the Origin website: <ul style="list-style-type: none"> Standing Agreement – Natural Gas & Origin Go Zero Gas; and Agreement Terms – Natural Gas & Origin Go Zero Natural Gas. These documents detail the process and confirm the customer's entitlement to request bill redirection free of charge.		
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment (Cont.)			
186	Energy Coordination Act section 11M Compendium clause 5.6(1) / 30(1)	A retailer must not charge a residential customer a late payment fee in connection with the payment of a bill in the circumstances specified in subclauses 30(1).	<p>As per Origin's Late Payment Fee Manual, customers are exempt from late payment fees if:</p> <ul style="list-style-type: none"> they have an active concession; they have received an extension to pay their bill; are under a payment plan; the customer has made a complaint to the retailer or Gas Ombudsman; or they are a Hardship Customer. <p>Discussions with the Billing Team and review of an example of billing data noted that Origin has not charged a late payment fee in the above instances. Further, training is provided to Origin staff to support customers to waive late payment fees where applicable, as evidenced in their training modules.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
186A	Energy Coordination Act section 11M Compendium clause 5.6(2) / 30(2)	If a retailer has charged a late payment fee in the circumstances set out in subclause 30(1)(c)(ii) because the retailer was not aware of the complaint, the retailer does not contravene subclause 30(1)(c)(ii) but must refund the late payment fee on the customer's next bill (unless a fee is payable under subclause 30(3)).	Origin's Late Payment Fee Manual states that Origin must waive or refund (in the event that the customer has already paid the fee) a late payment fees in instances where the customer has raised a complaint with the gas ombudsman. Discussions with the Billing Team noted that such instances have not occurred during the audit period.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: N/R
186B (2024 only)	Energy Coordination Act section 11M Compendium clause 30(3)	If a complaint referred to in subclause 30(1)(c) is not resolved in favour of the customer, any late payment fee must be calculated from the date of the retailer's or the gas ombudsman's decision (as the case may be)	<p>We confirmed that the "Exemptions" section of Origin's Late Payment Fee Policy states, Origin must not charge late payment fees if a customer has an open complaint. Late fees will only be calculated after the complaint is resolved, and only if the outcome is not in favour of the customer.</p> <p>Additionally, the "Compliance Considerations" section of the Overview Ombudsman Complaints Policy states that, Origin has committed to not reporting unresolved billing complaints to a credit reporting agency or taking any punitive action while the complaint remains unresolved.</p> <p>Discussions with the Billing Team and Compliance Advisor noted that such instances have not occurred during the audit period.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: N/R

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Payment (Cont.)						
187	Energy Coordination Act section 11M Compendium clause 5.6(3) / 30(4)	If a retailer has charged a residential customer a late fee, 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 residential customer receives the previous late payment fee notice.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	The Billing Team advised that Origin is unable to continuously add on late payment fees to the same bill. Additionally, Origin only bills customers quarterly, and Origin is unable to issue more than four late payment fees in a year. Hence, this obligation is not applicable.
188	Energy Coordination Act section 11M Compendium clause 5.6(4) / 30(5)	A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill, or more than 12 late payment fees in a 12-month period.	Priority 4	Control Adequacy: N/P	Compliance Rating: N/R	
189	Energy Coordination Act section 11M Compendium clause 5.6(5) / 30(6)	If a residential customer has been assessed as a customer experiencing financial hardship, a retailer must retrospectively waive any late payment fee charged under the residential customer's last bill before the assessment was made.	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	Upon review of Origin's procedures to assist vulnerable customers, late payment fee, and through discussion with the Group Operations Leader – Hardship, it was noted that that during the audit period, Origin has procedures in place to waive the late payment fees if the customer is assessed as being in financial hardship. Sample verification of 20 hardship accounts confirmed that Origin retrospectively waived late payment fees for financial hardship customers.

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Payment (Cont.)						
190	Energy Coordination Act section 11M Compendium clauses 5.7(1) / 31(1) and 31(3)	A retailer must not require a customer who has vacated a supply address, and who has given the retailer notice, to pay for gas consumed at the customer's supply address in the circumstances specified in subclause 31 unless the retailer and the customer have agreed to an alternative date. Notice is given if a customer informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address, and gives the retailer a forwarding address (which may be an email address) to which a final bill may be sent.	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	<p>The Standing Agreement – Natural Gas & Origin Go Zero Gas and Agreement Terms – Natural Gas & Origin Go Zero Natural Gas (available via the Origin website) outline the process to be followed when a customer moves out of a supply address. These documents specify that customers are required to pay charges and any other amounts payable under the agreement for the supply address until the later of:</p> <ul style="list-style-type: none"> ▪ The date the customer moves out, or ▪ Five days from the date the customer notifies Origin of their move. <p>A review of the Kraken system confirmed that when a new customer initiates a move-in process at an existing supply address, the system automatically triggers the Property Forced Move-Out Process for the previous occupant. This ensures that the previous occupant's account is closed in accordance with contractual and system requirements. We confirmed the existence of this process through discussions and review of Kraken system data.</p>
191	Energy Coordination Act section 11M Compendium clauses 5.7(2) / 31(2) and 31(3)	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 a customer to pay for gas consumed at the customer's supply address from the date on which the customer gave the retailer notice.	Priority 4	Control Adequacy: A	Compliance Rating: 1	<p>The Standing Agreement – Natural Gas & Origin Go Zero Gas and Agreement Terms – Natural Gas & Origin Go Zero Natural Gas (available via the Origin website) outline the process to be followed when a customer moves out of a supply address. These agreements specify that no charges or other amounts payable under the contract are required if the customer can demonstrate they were forced to vacate the supply address earlier than the notified date.</p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium)			
Payment (Cont.)			
193	Energy Coordination Act section 11M Compendium clause 5.7(4) / 31(4)	Despite subclauses 31(1) and 31(2), if the retailer and a new customer enter into a contract for the supply address, the previous retailer must not require the previous customer to pay for gas consumed at the supply address in the circumstances specified in clauses 31(4).	<p>The Standing Agreement – Natural Gas & Origin Go Zero Gas and Agreement Terms – Natural Gas & Origin Go Zero Natural Gas (available via the Origin website) outline the process to be followed when a customer moves out of a supply address. These agreements specify that a customer is not required to pay any charges or other amounts payable under the contract from:</p> <ul style="list-style-type: none"> ▪ The date another customer becomes responsible for the supply under a new contract; ▪ The date the gas supply is transferred to another retailer; or ▪ The date the gas supply is disconnected. <p>A review of the Kraken system confirmed that when a new customer initiates a move-in process at an existing supply address, the system automatically triggers the Property Forced Move-Out Process. This ensures the previous occupant's account is closed in accordance with contractual obligations and system protocols. We confirmed the existence of this process through discussions and review of Kraken system data.</p>
		Priority 4	Control Adequacy: N/P
195	Energy Coordination Act section 11M Compendium clause 5.8(1) / 32(1)	A retailer must not commence proceedings for recovery of a debt from a residential customer who has informed a retailer in accordance with subclause 34 that the customer is experiencing payment problems, unless or until the retailer has complied with all the requirements of clause 34 and (if applicable) 35(3); and while a residential customer continues to make payments under an alternative payment arrangement under Part 6.	<p>Discussions with the Hardship Team confirmed that Customers identified as experiencing financial hardship are excluded from Origin's debt recovery practices.</p> <p>Origin's Hardship Policy, published on its website, outlines the support available to these customers. Specifically, if a customer is unable to meet their obligations under an existing payment plan, Origin is required to contact the customer to discuss alternative arrangements. Adjustments to the payment plan may include:</p> <ul style="list-style-type: none"> ▪ Placing any outstanding debt on hold; ▪ Varying the payment amount into smaller instalments; or ▪ Adjusting the payment frequency, either shorter or longer, to suit the customer's circumstances. <p>We confirmed the existence of this process through discussions and review of Kraken system data.</p>
		Priority 4	Control Adequacy: N/P

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment (Cont.)			
196	Energy Coordination Act section 11M Compendium clause 5.8(2) / 32(2)	A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of gas to that supply address.	<p>Upon review of Origin's outbound recovery procedures, the <i>Standard and Non-Standard Form Contracts</i>, and discussions with the Credit & Collections Team, it was noted that during the audit period, Origin applied appropriate procedures to manage the account finalisation process.</p> <p>As advised by the Credit & Collections Team, only the individual named on the account can be held responsible for payment of the bill. If the account holder is changed, this requires the creation of a new account for the relevant supply address. We reviewed the Kraken system settings and example billing data and confirmed the existence of this process. Accordingly, this obligation has been fulfilled.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
197	Energy Coordination Act section 11M Compendium clause 5.10 / 33	If a retailer and residential customer have entered into a dual fuel contract, or separate contracts for the supply of electricity and gas, the retailer must apply a payment received from a residential customer for charges for the supply of electricity or gas in the circumstances specified in clause 33.	Our review of energy plans published to Origin's website and discussion with the Manager, Retail Compliance and Compliance Advisor, Retail noted that Origin does not supply electricity to Western Australia. Hence, this obligation is not applicable.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: N/R
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024)			
198	Energy Coordination Act section 11M Compendium clauses 6.1(1) / 34(1) and 34(2)	Unless subclause 34(2) or 34(5) applies, if a residential customer informs a retailer that the residential customer is experiencing payment problems, the retailer must within 5 business days, assess whether the residential customer is experiencing financial hardship. If a residential customer provides the retailer with an assessment from a relevant consumer representative, the retailer may adopt that assessment as its own assessment for the purposes of subclause 34(1).	<p>Discussions with the Group Operations Leader – Hardship and review of relevant procedure documents, noted the following practices in place to support customers experiencing financial hardship:</p> <ul style="list-style-type: none"> Origin has developed comprehensive procedures and training materials to guide agents in identifying hardship triggers indicators that a customer may be facing payment difficulties or financial hardship. When an agent identifies hardship triggers, or when a customer explicitly communicates financial difficulty, the customer is referred to Origin's dedicated Customer Operations Team. The Customer Operations Team is trained to assist customers experiencing payment challenges and is supported by detailed procedural guidance to assess hardship cases. The team conducts the assessment during the interaction with the customer and communicates the outcome immediately. <p>(Continue to next page)</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
199	Energy Coordination Act section 11M Compendium clause 6.1(3) / 34(3)	When undertaking an assessment regarding financial hardship, the retailer must give reasonable consideration to the information given by the residential customer and requested or held by the retailer; or advice given by a relevant consumer representative.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> Procedures also allow the Customer Operations Team to consider assessments made by relevant consumer representatives acting on behalf of the customer. <p>Origin's Hardship Manual provides comprehensive guidance to front-line employees within the Customer Operations Department on supporting customers experiencing financial hardship, in alignment with Origin's Power On Program and Hardship Policy. Key provisions include:</p> <ul style="list-style-type: none"> A requirement to assess Western Australia customers within five business days, ensuring timely support. The assessment must give reasonable consideration to information provided by the customer, as well as information held or requested by Origin. The manual includes examples of hardship triggers and payment difficulty types that may be mentioned by customers, which require categorisation as hardship cases. <p>Our review of a total of 20 hardship accounts confirmed that:</p> <ul style="list-style-type: none"> No temporary suspensions were required as the customers were assessed by Origin employees within 5 Business Days. There have been no instances where a residential customer has provided Origin with an assessment made by a relevant consumer representative. The assessment made by Origin included giving reasonable consideration to the information provided by the residential customer and that held by the Origin at the time of making assessment.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
200	Energy Coordination Act section 11M Compendium clause 6.1(4) / 34(4)	A retailer must, upon request, advise a residential customer of the outcome of an assessment, including the reasons for the outcome of the assessment under subclause 34(1).	<p>Discussions with the Billing Team, review of procedure documentation and sample verification of 20 customers on payment plan or hardship plan, confirmed that the details of assessment process and outcome of assessment are provided to the customer:</p> <ul style="list-style-type: none"> During the interaction of Origin staff with the customer over the phone or through live chat; and also Through sending the payment plan confirmation letter. <p>Our review of a total of 20 hardship accounts confirmed that the outcome of customer assessment was provided to the customer regardless of customer request.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
200A (2022 to 2023 only)	Energy Coordination Act section 11M Compendium clause 6.2(1)	If a retailer refers a residential customer to a relevant consumer representative under clause 6.1(1)(b), the retailer must grant the residential customer a temporary suspension of actions.	Confirmation obtained from the Hardship Team noted that Origin conducts all financial hardship assessments and grant temporary suspensions of actions relating to the customer accounts. Origin refer residential customers to the relevant consumer representatives for financial assistance such as financial counselling. Our review of a total of 20 hardship accounts included a total of 10 accounts which were set up prior to 2024. Out of the 10 accounts which were set up prior to 2024, we confirmed that no temporary suspensions were required as the customers were assessed by Origin employees within 5 Business Days.
		Priority 2	Control Adequacy: A
200B (2024 only)	Energy Coordination Act section 11M Compendium clause 34(5)	A retailer is not required to undertake an assessment under subclause 34(1) if the retailer has previously undertaken an assessment in relation to the residential customer unless the residential customer has indicated that there has been a change in their circumstances since that previous assessment.	Confirmation obtained from the Compliance Advisor noted that Origin does not undertake a repeat hardship assessment for a residential customer if an assessment has already been completed unless there has been a change in the customer's circumstances. Our review of a total of 20 hardship accounts confirmed that no repetitive assessments were done as there was no change in circumstances.
		Priority 2	Control Adequacy: A
201 (2022 to 2023 only)	Energy Coordination Act section 11M Compendium clause 6.2(2)	If a residential customer informs a retailer that the customer is experiencing payment problems, the retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions, if the customer demonstrates to the retailer that the customer has an appointment with a relevant consumer representative to assess the customer's capacity to pay.	The Hardship Team advised that Origin has not denied hardship assistance to any WA gas customers during the audit period. Section 4.2 of Origin's Hardship Policy for Western Australia states that all Origin customers are eligible for the Hardship / Power On Program if they: <ul style="list-style-type: none"> Have an active residential customer natural gas account with Origin; and Are experiencing payment difficulties due to hardship. Review of annual hardship and payment difficulty refresher training content noted that the Hardship Team is advised that in instances where a customer is unable to pay an overdue amount: <ul style="list-style-type: none"> A payment plan must be offered; and In instances where a customer cannot afford a payment plan, Origin must provide additional assistance (i.e. hardship gas plans, efficiency tips, etc.).
		Priority 2	Control Adequacy: A

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
202 (2022 to 2023 only)	Energy Coordination Act section 11M Compendium clause 6.2(3)	A retailer must allow a temporary suspension of actions for a period of at least 15 business days.	Discussions with the Hardship Team and a review of process documentation, we confirmed that Origin has a process in place to allow a temporary suspension of actions for a period of at least 15 business days. Our review of a total of 20 hardship accounts included a total of 10 accounts which were set up prior to 2024. Out of the 10 accounts which were set up prior to 2024, we confirmed that no temporary suspensions were required as the customers were assessed by Origin employees within 5 Business Days.
		<div style="background-color: #FFD700; padding: 2px;">Priority 2</div> <div style="background-color: #90EE90; padding: 2px;">Control Adequacy: A</div> <div style="background-color: #D3D3D3; padding: 2px;">Compliance Rating: N/R</div>	
203 (2022 to 2023 only)	Energy Coordination Act section 11M Compendium clause 6.2(4)	If a relevant consumer representative is unable to complete the assessment on time and the consumer representative or residential customer requests for additional time, a retailer must give reasonable consideration to the request.	<p>We confirmed that Section 7.3 of Origin's Hardship Policy for Western Australia requires Origin to use best efforts defined as three contact attempts to reach customers who apply for hardship assistance, and to allow at least 14 days from the first attempt for the customer to respond.</p> <p>Additionally, Step 14 of the Hardship Manual allows Origin to enroll a customer into the Power On hardship program without a payment plan for up to four weeks, or until their scheduled appointment with a financial counsellor, Centrelink, or other external support person.</p> <p>However, we were unable to locate a provision in the Hardship Manual or supporting process documents that explicitly addresses the requirement to give reasonable consideration when a consumer representative requests additional time beyond the 20 business day account freeze period applied by Origin to complete a hardship assessment.</p> <p>Improvement Opportunity:</p> <p>We acknowledge that these obligations were removed from the 2024 Manual, as such we recommend as better practice that Management:</p> <ul style="list-style-type: none"> Update the Hardship Manual and supporting process document to explicitly include a provision requiring Origin employees to ensure that reasonable consideration is taken when a consumer representative requests additional time beyond the 20 business day account freeze period applied by Origin to complete a hardship assessment. <p>Provide training and guidance to relevant staff to ensure consistent application of this provision across all customer interactions.</p>
		<div style="background-color: #FF69B4; padding: 2px;">Priority 4</div> <div style="background-color: #FFFF00; padding: 2px;">Control Adequacy: B</div> <div style="background-color: #90EE90; padding: 2px;">Compliance Rating: 1</div>	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
204 (2022 to 2023 only), 205A (2024 only) & 211	Energy Coordination Act section 11M Compendium clauses 6.3(1), 35(3), 39(3) and 6.8	<p>204 If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1).</p> <p>205A A retailer must offer a residential customer who is assessed as experiencing financial hardship at least a payment plan and assistance in accordance with clause 39 without the need for the customer to make a request.</p> <p>211 A retailer must advise a customer experiencing financial hardship of the options specified in clause 39(3).</p>	<p>Discussions with the Hardship Team and review of procedural documentation, confirmed that Origin had implemented controls to proactively identify Customers experiencing payment difficulties or financial hardship. These customers are offered alternative payment arrangements such as payment extensions (if a customer chooses not to enter into a payment plan) or payment instalment plans.</p> <p>Management also highlighted that customers are advised of additional assistance offered by Origin such as:</p> <ul style="list-style-type: none"> ▪ Reductions of fees, charges & debt; ▪ Available payment methods; ▪ Applicable concessions; ▪ Financial counselling services; ▪ Financial assistances and grants / schemes; and ▪ Customer's right to redirect bills to a third person. <p>Our review of a total of 20 hardship accounts (10 established prior to 2024 and 10 established during or after 2024) noted that:</p> <ul style="list-style-type: none"> ▪ All customers were offered an interest-free payment plan, providing them with additional time to pay their bills and/or settle any arrears. ▪ There were 8 instances where customers requested and received Origin's Hardship Policy which states that customers have the right to have their bill redirected at no cost to a third party. <p>The following testing exceptions were noted: <u>Accounts Established Prior to 2024</u></p> <ul style="list-style-type: none"> ▪ In 2 out of 10 instances, Origin employees did not inform customers of their right to have their bill redirected at no cost to a third party. These 2 customers did not request or were provided a copy of Origin's Hardship Policy which includes a statement regarding the customer's right for bill redirection. <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
204 (2022 to 2023 only), 205A (2024 only) & 211	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p><u>Accounts Established during or after 2024</u></p> <ul style="list-style-type: none"> In 8 out of 10 instances, Origin employees did not inform customers of their right to have their bill redirected at no cost to an alternative address, including e-mail addresses. None of these 8 customers requested a copy of Origin's Hardship Policy which includes a statement regarding the customer's right for bill redirection. <p>Recommendation 06/2025:</p> <p>We recommend that Management:</p> <ul style="list-style-type: none"> Reinforce staff training and procedural guidance to ensure that all aspects of available assistance, including bill redirection rights, are consistently communicated to customers. Enhance the Quality Assurance activities to ensure that procedures in place are adhered to in assisting the customers experiencing payment difficulties or financial hardships. Enhance staff training and guidance to ensure all hardship customers are consistently informed of their right to have bills redirected at no charge, whether to a third party or an alternative address (including e-mail). Strengthen documentation practices to ensure that all interactions regarding fee, charge, or debt reductions are clearly recorded and verifiable. Implement a verification mechanism to confirm that customers requesting the Hardship Policy, receive it in a timely manner, with evidence retained for audit purposes. Conduct periodic audits of hardship account communications to monitor compliance.
		<p>Priority 2</p> <p>Control Adequacy: C</p> <p>Compliance Rating: 3</p>	
205	Energy Coordination Act section 11M Compendium clauses 6.4(1) / 35(1) and 35(2)	A retailer must offer a residential customer the payment arrangements that are specified in clauses 35(1)(a) and 35(1)(b). However, a customer is only entitled to select 1 option under subclause 35(1) once per bill.	<p>Our review of 20 hardship accounts confirmed that all customers were offered an interest-free and fee-free payment plan, providing them with additional time to pay their bills and/or settle any arrears.</p> <p>In line with Origin's Hardship Policy, if a customer chooses not to enter into a payment plan, they are instead offered extra time to pay their bill.</p>
		<p>Priority 2</p> <p>Control Adequacy: A</p> <p>Compliance Rating: 1</p>	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)						
206	Energy Coordination Act section 11M Compendium clause 6.4(2) / 37(1)	A retailer must ensure that a payment plan for a residential customer is fair and reasonable taking into account the information in subclauses 37(1)(a) and 37(1)(b).	Priority 2	Control Adequacy: A	Compliance Rating: 1	Through our review of procedural documentation and sample verification of 20 customers on payment or hardship plans, we observed that Origin agents are required to ensure that the instalment plans offered are fair and reasonable. Testing of 30 Payment Plans verified that the customer's capacity to pay and any arrears payable are taken into consideration when developing a fair and reasonable payment plan. In all 30 instances, customers agreed with the payment amount and frequency of payments recommended by Origin.
206A (2020 to 2023)	Trading Licence clauses 2.1.1 and 6.3.1 Compendium clause 6.4(3)	If the residential customer accepts an instalment plan offered by the retailer, the retailer must provide the information specified in clauses 6.4(3)(a)(i)-(iii) within 5 business days of the customer accepting the plan and notify the customer of any amendments to the instalment plan at least 5 business days before they come into effect (unless agreed otherwise with the customer) and provide the customer with information explaining the changes.	Priority 2	Control Adequacy: A	Compliance Rating: 1	Discussions with the Hardship Team, along with a review of procedural documentation and sample verification of 20 customers on payment or hardship plans, determined that once a customer accepts a payment plan, a plan compliant with the requirements of clause 6.4(3) is issued to them. Sample testing of 30 Payment Plans confirmed that in all instances Origin provided the following required information to the customer within 5 business days of the customer accepting the payment plan: <ul style="list-style-type: none"> Terms of the payment plan (i.e. number of and payment amounts of payment duration and payment calculation); Consequences to customers of not adhering to the payment plan; and Importance of contacting Origin where the customer requires further assistance in meeting or continuing to meet the payment plan terms.
206B (2024 Only)	Energy Coordination Act section 11M Compendium clause 37(2)	A retailer must, in relation to a residential customer for whom a payment plan is being considered, offer the customer assistance to manage their bills for ongoing consumption during the period of the payment plan.	Priority 2	Control Adequacy: A	Compliance Rating: 1	Discussions with the Hardship Team, along with a review of procedural documentation and sample verification of 20 customers on payment or hardship plans, determined that front-line staff offered the customer assistance in managing their bills. Testing of 30 payment plans confirmed that, in every instance, Origin's front-line staff offered customers the option to enter into a payment agreement that: <ul style="list-style-type: none"> Covers the amount in arrears (if any); Covers the customer's estimated consumption for the duration of the payment plan period; and Covers both the amount in arrears and the customer's estimated consumption for the duration of the payment plan period.

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)					
206C (2024 Only)	Energy Coordination Act section 11M Compendium clause 37(5)	If a residential customer accepts a payment plan offered by a retailer, the retailer must provide the information specified in subclause 37(5) within 5 business days.	Discussions with the Payment Team, along with a review of procedural documentation and sample verification of 20 customers on payment or hardship plans, determined that once a customer accepts a payment plan, the relevant information specified in 37(5) is provided to them.		
			Priority 2	Control Adequacy: A	Compliance Rating: 1
207A (2024 Only)	Energy Coordination Act section 11M Compendium clause 38(1)	A retailer must review a payment plan at the request of a residential customer.	Sample testing of 30 Payment Plans confirmed that in all instances, Origin provided the following required information to the customer within 5 business days of the customer accepting the payment plan:		
			Priority 2	Control Adequacy: A	Compliance Rating: N/R
207B (2024 Only)	Energy Coordination Act section 11M Compendium clause 38(3)	A retailer must offer to vary a payment plan if a review under subclause 38(1) indicates that the customer is unable to meet obligations under the payment plan.	In accordance with Origin's Payment Plans & Promises process document, when a customer requests a review or change to their payment plan, Origin is required to assess and ensure that the plan remains fair and reasonable. If the plan is deemed not to meet these criteria, Origin must adjust the plan with the customer's consent.		
			Priority 2	Control Adequacy: A	Compliance Rating: N/R

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
207C (2024 Only)	Energy Coordination Act section 11M Compendium clause 38(4)	The retailer must, within 5 business days after the customer accepts an offer to vary the payment plan, provide the customer with information in writing or by electronic means that clearly explains, and assists the customer to understand, the variation.	As above.
		Priority 2	Control Adequacy: A Compliance Rating: N/R
207D (2024 Only)	Energy Coordination Act section 11M Compendium clauses 38(5) and 38(6)	The retailer must not vary a payment plan without the customer's agreement. An agreement under subclause 38(5) must relate to the particular variation rather than under a general agreement to future variations.	In accordance with Origin's Payment Plans & Promises process document, payment plan adjustments cannot be actioned without documented customer consent. Sample testing of 30 payment plans identified four instances across two samples where adjustments were proposed and provided to customers for review and consent. In each of these cases, the adjusted instalment amount was reduced. However, as the customers did not respond to the adjustment requests, the payment plans were not amended to reflect the lower instalment amounts.
		Priority 2	Control Adequacy: A Compliance Rating: 1
208	Energy Coordination Act section 11M Compendium clause 6.6(1) / 39(1)	A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative for the customer, for a reduction of the customer's fees, charges, or debt.	Discussions and review of procedural documents (including the Hardship Policy) confirmed the following: <ul style="list-style-type: none"> Customers identified as experiencing hardship are offered placement under the Origin Assistance Energy Plan, provided the plan offers better rates than their current product. This initiative is designed to help reduce customer fees, charges, or outstanding debt. In addition, hardship customers are offered tailored payment plans to ease the financial burden of one-off or quarterly bill payments. Origin also provides advice and energy-saving tips on its website to support customers in managing their usage. For customers in Western Australia, Origin informs them of the one-off payment available under the WA Hardship Utility Grant Scheme. Furthermore, Origin applies the practice of waiving late payment fees for all hardship customers. We reviewed a sample of 20 customers with hardship arrangements and confirmed the existence of the above process.
		Priority 4	Control Adequacy: N/P Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
209	Energy Coordination Act section 11M Compendium clause 6.6(2) / 39(2)	In acting under subclause 39(1), a retailer must take into account its hardship policies and procedures under clause 40.	Refer to Obligation 215 for the assessment of Origin's Hardship Policy. Our review of 20 hardship accounts found that, in all instances, Origin employees considered the reduction of fees, charges, and/or outstanding debts as part of their support for hardship customers.
		Priority 2	Control Adequacy: A Compliance Rating: 1
210 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 6.7	If it is reasonably demonstrated to the retailer that the customer, experiencing financial hardship, is unable to meet the customer's obligations under a payment arrangement, a retailer must give reasonable consideration to offering the customer an instalment plan or offering to revise an existing instalment plan.	Origin's Hardship Policy published on Origin's website states that, in instances where a customer is unable to meet their obligations under a payment plan, Origin must contact the customer to discuss options to revise the payment plan. Payment plan adjustments may include the following: <ul style="list-style-type: none"> placing any debt owed by the customer on hold; varying the amount payable into smaller instalments; or varying the frequency of payments to shorter or longer durations. We reviewed records relating to a sample of 20 hardship customer accounts and confirmed the existence of the above process.
		Priority 4	Control Adequacy: N/P Compliance Rating: 1
212 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 6.9(1)	A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives.	Discussions with the Hardship Team noted that Origin determines the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship through the use of an internal payment calculation tool and in consultation with relevant consumer representatives. <p>Our review of a total of 20 hardship accounts included a total of 10 accounts which were set up prior to 2024. Out of the 10 accounts which were set up prior to 2024, we confirmed that minimum payment was determined and confirmed with the customer to ensure the amount was reasonable and fair prior to issuing any payment plans.</p>
		Priority 2	Control Adequacy: A Compliance Rating: 1
214	Energy Coordination Act section 11M Compendium clause 6.10(1) / 40(1)	A retailer must develop, maintain and implement a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer.	Origin has developed a Hardship Policy specifically for Western Australian customers (last reviewed 7 November 2024) which documents hardship eligibility and management processes to assist customers experiencing financial and other hardships. The policy is published on Origin's website for access by the public.
		Priority 2	Control Adequacy: A Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
215	Energy Coordination Act section 11M Compendium clause 6.10(2) / 40(2)	A retailer must ensure that its hardship policy complies with the criteria specified in clause 40(2).	<p>We confirmed that the Hardship Policy covers the following areas and complies with the criteria specified in clause 40(2).</p> <ul style="list-style-type: none"> Section 1 'How to Get in Touch' of Origin's Hardship Policy includes a statement to advise customers of Origin's commitment to the sensitive and respectful treatment of all customers. The policy also encourages customers to reach out to Origin via the telephone, e-mail or post. Details are provided in Section 1 'How to Get in Touch'. Section 3.1 'Introduction' includes a list of circumstances which Origin use to indicate a customer experiencing hardship. These circumstances include, separation of divorce, death in the family, illness, family violence, unemployment and / or reduced income. Section 5.1 'Payment Options' provides customers with the ability to pay via Centrepay and additional assistance to minimise the financial burden faced by hardship customers including: <ul style="list-style-type: none"> Review of all energy plans to ensure customers are on the best priced plan for their circumstances; and The possibility of customer debt, fees or charges owed being reduced or waived. Section 5.5 'Other Supports to Help You Pay Your Energy Bill' provides: <ul style="list-style-type: none"> Information on other supports including an overview of energy concessions available to customers; A link to the ERA's website for further information; and A statement encouraging existing and potential customers to contact Origin through provided contact details for further information. Section 10 'Privacy' includes a statement that Origin will manage customer personal and credit information under the requirements laid out in the Privacy Act 1988 (Cth). The policy encourages customers to reach out to Origin for further details via a link to their privacy webpage. <p>The Hardship Policy also provides contact details for the National Relay Service, interpreters services and large print copy services.</p> <p>Furthermore, the Hardship policy includes the following information to satisfy the 2020 Compendium clause 6.8 and the 2024 Compendium clause 39(3):</p> <ul style="list-style-type: none"> Origin will redirect bills to a nominated third person at no charge (Section 5.1); Payment methods (Section 5.1); Concessions (Section 5.5); Financial counselling (Section 5.5); and Financial assistance (Section 5.5).
		Priority 2	Control Adequacy: A
		Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
215A	Energy Coordination Act section 11M Compendium clause 6.10(3) / 40(3)	A retailer must ensure that its hardship procedures comply with the criteria specified in clause 40(3).	<p>We confirmed that Origin's Hardship Manual and Hardship Policy include the following as required by clause 40(3):</p> <ul style="list-style-type: none"> ▪ a statement of comprehensive training (induction and refresher) for all staff about issues related to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship. ▪ include guidance: <ol style="list-style-type: none"> I. that assists the retailer in identifying residential customers who are experiencing financial hardship; II. that assists the retailer in determining a residential customer's usage needs and capacity to pay when determining the terms of a payment plan; III. about the suspension of disconnection and debt recovery procedures; IV. about the reduction or waiver of fees, charges or debt; and V. about the recovery of debt. <p>require that the retailer's credit management staff have a direct telephone number and that the number be provided to relevant consumer representatives.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1
216 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 6.10(4)	If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge.	<p>We noted that Origin's Hardship Policy is published on Origin's website and supported by Origin's Financial Hardship Policy webpage. Both of which, are available to the public.</p> <p>Should a customer request a physical copy to be mailed, this is provided free of charge. The Group Operations Leader – Hardship noted customer requests for a physical copy are rare as the policy is easily accessible on Origin's website.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1
216A (2024 Only)	Energy Coordination Act section 11M Compendium clause 40(4)	A retailer must consult with relevant consumer representatives whenever the retailer is developing a hardship policy or procedure or making material amendment to its hardship policy.	<p>Discussions with the Group Operations Leader – Hardship and review of documents noted that Origin provided the ERA with the under-review Hardship Policy 1 November 2024 and the finalised version 7 November 2024.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)			
216B (2024 Only)	Energy Coordination Act section 11M Compendium clause 40(5)	<p>A retailer must provide a copy to the ERA of:</p> <ul style="list-style-type: none"> its hardship policy, and a copy of the amended hardship policy within 5 business days if it makes a material amendment to the policy. 	Refer to obligation 216A.
		Priority 2	Control Adequacy: A
			Compliance Rating: 1
219	Energy Coordination Act section 11M Compendium clause 6.10(6) / 40(6)	If directed by the ERA, the retailer must, within a period specified by the ERA, review its hardship policy or hardship procedures, and consult with relevant consumer representatives for the purpose of the review, and submit the results of that review to the ERA.	The Group Operations Leader – Hardship, advised that the ERA has not made any requests for Origin to review its Hardship Policy during the audit period. Hence, this obligation is not applicable.
		Priority 2	Control Adequacy: A
			Compliance Rating: N/R
220	Energy Coordination Act section 11M Compendium clause 6.10(7); 2024 Compendium clause 40(7)	A retailer must comply with the ERA's Financial Hardship Policy Guidelines.	<p>Origin's Hardship Policy has been reviewed and updated to ensure alignment with the ERA's Financial Hardship Policy Guidelines – Gas Licences (July 2024). The updated Policy includes a statement of compliance with the Guidelines, specifically addressing Section 8.4, 'Re-entry into Power On'.</p> <p>The ERA's Financial Hardship Policy Guidelines – Gas Licences (last reviewed July 2024) requires all gas licence holders to comply with clause 40(2) and 40(3) of the 2024 Compendium as the minimum requirements.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1
220A (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 6.10(8)	If a retailer makes a material amendment to its hardship policy, the retailer must consult with relevant consumer representatives and submit a copy of the amended policy to the ERA within 5 business days of the amendment.	The Group Operations Leader – Hardship, advised that Origin has not made any material amendments to its Hardship Policy during the audit period. Hence, this obligation is not applicable.
		Priority 2	Control Adequacy: A
			Compliance Rating: N/R

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Payment Difficulties & Financial Hardship (2020 to 2023) / Payment Assistance (2024) (Cont.)					
221	Energy Coordination Act section 11M Compendium clause 6.11; 2024 Compendium clause 41	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	<p>Section 8.1 'Removal from Power On' of the Hardship Policy includes a statement that customers may contact Origin to discuss alternative arrangements should the arrangement provided by Origin not be affordable for the customer. The review of a sample of 20 payment plans offered to the customers confirmed that the business customers experiencing payment difficulties were offered and provided alternative payment arrangements during the audit period.</p>		
		Priority 2	Control Adequacy: N/P	Compliance Rating: 1	
Disconnection & Interruption (2020 to 2023) / Disconnection (2024)					
222	Energy Coordination Act section 11M Compendium clause 7.1 / 42	A retailer must follow the procedures specified in clause 42(1) before arranging for disconnection of a customer's supply address for failure to pay a bill. A customer has failed to pay a bill in the circumstances specified in clause 42(2).	<p>During the audit period between 2022 to 2023, Origin developed a Disconnection for Non-Payment Checklist to guide agents as to whether customers meet the criteria required to process a disconnection request for non-payment.</p> <p>Review of the checklist noted the following steps must be completed to raise a disconnection request:</p> <ul style="list-style-type: none"> ▪ Provision of payment reminder notices to the customer within 14 business days after bill issuance. Bills must include: <ul style="list-style-type: none"> - Origin's contact details; - Advice on how Origin may assist customers experiencing financial hardship; and - Require payment of the bill within 20 days after the bill was issued. ▪ Use best endeavours to contact the customer of the proposed disconnection; and ▪ Provide the customer with a disconnection warning 22 business days after the bill issuance date advising the customer that: <ul style="list-style-type: none"> - Origin may disconnect supply 10 business days after the warning notice date; and - Advise customers of Origin's complaint process and details of the Gas Ombudsman. <p>Our testing of 15 disconnections during the audit period noted in all 15 instances that Disconnections Warning Notices were sent to customers and resulting disconnections occurred within required timeframes. As of 2024, Origin has amended its operational processes to remove the option to disconnect customer supply due to non-payment of a bill. Consequently, the regulatory obligation relating to disconnection for non-payment is no longer applicable to Origin from 2024 onwards.</p>		
		Priority 2	Control Adequacy: A	Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Disconnection & Interruption (2020 to 2023) / Disconnection (2024) (Cont.)			
223	Energy Coordination Act section 11M Compendium clause 7.2(1) / 43(1)	A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in clause 43(1).	<p>During the audit period between 2022 to 2023, Origin developed a Disconnection for Non-Payment Checklist to guide agents as to whether customers meet the criteria required to process a disconnection request for non-payment.</p> <p>Review of the checklist noted that Origin cannot arrange for a disconnection for non-payment of a customer's supply address until 10 business days after the warning notice date and in the following circumstances:</p> <ul style="list-style-type: none"> ▪ If the customer is identified as a hardship customer; ▪ If the overdue amount is under the disconnection threshold (\$300); and ▪ If the customer has made an application for a concession pending decision outcome. <p>Our testing of 15 disconnections verified in all instances that Origin did not arrange a disconnection for an exempt customer under the 2020 Compendium clause 7.2(1).</p> <p>As of 2024, Origin has amended its operational processes to remove the option to disconnect customer supply due to non-payment of a bill. Consequently, the regulatory obligation relating to disconnection for non-payment is no longer applicable to Origin from 2024 onwards.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1
224	Energy Coordination Act section 11M Compendium clause 7.3 / 44(2)	In relation to dual fuel contracts or separate contracts for the supply of electricity and gas (under which a single bill for energy, or separate simultaneous bills for electricity and gas are issued to the customer), if a retailer is permitted to and wishes to arrange for disconnection of the supply of electricity and gas to the residential customer's supply address for failure to pay a bill, the retailer must arrange for the disconnection of the supply of gas in priority to the disconnection of the supply of electricity.	Origin only supplies gas to Western Australia customers. Further, as of 2024, Origin has amended their processes resulting in the removal of the option to disconnect customer supply due to failure to pay a bill. As such, this obligation is not applicable for Origin from 2024 onwards. Hence, this obligation is not applicable to Origin.
		Priority 2	Control Adequacy: A
			Compliance Rating: N/R

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Disconnection & Interruption (2020 to 2023) / Disconnection (2024) (Cont.)			
225	Energy Coordination Act section 11M Compendium clauses 7.4 / 45(1) and 45(2)	If the conditions specified in clause 45(1) are satisfied, a retailer may arrange for the disconnection of the customer's supply address for denying access to the meter, if the conditions in 45(2)(a) to (d) are met.	<p>Discussions with the Sales Assurance Manager and examination of the Non-Standard Form Contract, noted that during the audit period between 2022 and 2023, Origin addressed the matter of disconnection due to denial of gas meter access as follows:</p> <p><i>"We may arrange for disconnection of your gas supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements or we say we won't:</i></p> <ul style="list-style-type: none"> <i>If your meter has not been able to be read for the purposes of issuing three consecutive bills due to a lack of access to the Supply Address. We can only arrange for disconnection in this instance if we have:</i> <ul style="list-style-type: none"> <i>- Given you a chance to offer reasonable alternative access arrangements; and</i> <i>- On each occasion that your Supply Address could not be accessed, given you 5 Business Days' written notice of the next scheduled meter reading and requested access to the meter at that time; and</i> <i>- Used our best endeavours to contact you and given you 5 Business Days' notice of our intention to arrange for disconnection."</i> <p>Review of all disconnection requests retained in Kraken confirmed that no disconnection due to denying access to a meter occurred during the audit period.</p> <p>As of 2024, Origin has amended its operational processes to remove the option to disconnect customer supply due to non-payment of a bill. Consequently, the regulatory obligation relating to disconnection for non-payment is no longer applicable to Origin from 2024 onwards.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: N/R
225A (2024 Only)	Energy Coordination Act section 11M Compendium clauses 45(3) and 45(4)	If a customer has not provided the retailer or distributor (or a representative of the retailer or distributor) safe access to the customer's supply address for the purpose of testing, maintaining, inspecting, altering, or replacing a meter, or checking the accuracy of the customer's consumption at the supply address – a retailer may arrange for the disconnection of a customer's supply address, subject to the conditions in subclauses 45(4)(a) and (b) being met.	As of 2024, Origin has amended its operational processes to remove the option to disconnect customer supply due to non-payment of a bill. Consequently, the regulatory obligation relating to disconnection for non-payment is no longer applicable to Origin from 2024 onwards.
		Priority 2	Control Adequacy: A
			Compliance Rating: N/R

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Disconnection & Interruption (2020 to 2023) / Disconnection (2024)			
227	Energy Coordination Act section 11M Compendium clause 7.6 / 46	Subject to subclause 46(3), a retailer or a distributor must comply with the limitations specified in subclause 46(1) and 46(2) when arranging for disconnection or disconnecting a customer's supply address.	<p>Discussions with the Sales Assurance Manager and examination of the Non-Standard Form Contract, noted that during the audit period between 2022 and 2023, Origin addressed the limitation on disconnections as follows:</p> <p><i>"If you are a Small Customer we will not arrange for disconnection of your gas supply in the following circumstances:</i></p> <ul style="list-style-type: none"> ▪ <i>If you have made a complaint which remains unresolved and the complaint is directly related to the reason for the proposed disconnection;</i> ▪ <i>After 3pm on a weekday; or</i> ▪ <i>On a Friday, a weekend, a public holiday or the day before a public holiday.</i> <p><i>However, we may arrange for disconnection of your gas supply in the above situations if:</i></p> <ul style="list-style-type: none"> ▪ <i>You ask us to;</i> ▪ <i>In an emergency;</i> ▪ <i>Due to a planned interruption; or</i> ▪ <i>To prevent unauthorised use of gas."</i> <p>Our testing of 15 disconnections verified in all instances that Origin did not arrange a disconnection under the above circumstances in accordance with 2020 Compendium clause 7.6.</p> <p>As of 2024, Origin has amended its operational processes to remove the option to disconnect customer supply due to non-payment of a bill. Consequently, the regulatory obligation relating to disconnection for non-payment is no longer applicable to Origin from 2024 onwards.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1
Reconnection			
228	Energy Coordination Act section 11M Compendium clauses 8.1(1) / 47(1) and 47(2)	In the circumstances specified in clause 47(1)(a) to (b), a retailer must arrange for reconnection of the customer's supply address if the customer rectified the matter that lead to the disconnection or made arrangements to the satisfaction of the retailer, and makes a request for reconnection and pays the retailer's charges for reconnection (if any) or entered into a payment plan for those charges.	<p>Discussions with the Sales Assurance Manager and examination of the Non-Standard Form Contract, noted that during the audit period between 2022 and 2023, Origin addressed the circumstances in which a reconnection may be arranged as a result of failure to pay bills, denial of access to gas meters, or illegal consumption of gas as follows:</p> <p><i>"If you ask us to, we must reconnect your gas supply if:</i></p> <ul style="list-style-type: none"> ▪ <i>Within 10 Business Days after disconnection for non-payment of a bill, you pay the overdue amount or make an arrangement with us for its payment; (Continue to next page)</i>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings		
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)					
Reconnection (Cont.)					
228	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> ▪ <i>Within 10 Business Days after disconnection for denial of access to a meter, you provide access to the meter;</i> ▪ <i>Within 10 Business Days after disconnection for illegal use of gas, you stop using gas illegally and pay for the gas used or make an arrangement with us to do so;</i> <p><i>Before we reconnect you, you must pay us any reconnection fee or agree an instalment plan for that fee with us."</i></p> <p>As of 2024, Origin has amended its operational processes to remove the option to disconnect customer supply due to non-payment of a bill. Consequently, the regulatory obligation relating to disconnection for non-payment is no longer applicable to Origin from 2024 onwards.</p>		
			Priority 4	Control Adequacy: N/P	Compliance Rating: N/R
229	Energy Coordination Act section 11M Compendium clause 8.1(2) / 47(3)	A retailer must forward the customer's request for reconnection to the relevant distributor that same business day if the request is received before 3pm on a business day; or no later than 3pm on the next business day if the request is received after 3pm on a business day, or on the weekend or on a public holiday.	<p>Discussions with the Sales Assurance Manager and examination of the Non-Standard Form Contract, noted that during the audit period between 2022 and 2023, Origin addressed the timelines in which a reconnection request must be issued to the Distributor:</p> <p><i>"If you are entitled to be reconnected and you request reconnection is:</i></p> <ul style="list-style-type: none"> ▪ <i>Before 3pm on a Business Day, we will use our best endeavours to get the Distributor to reconnect you on the day of the request;</i> ▪ <i>After 3pm on a Business Day, we will ask the Distributor to reconnect you as soon as possible on the next Business Day;</i> ▪ <i>After 3pm on a Business Day but before the close of normal business and you agree to pay any after hours reconnection charge, we will ask the Distributor to reconnect you on the day of the request. However, the Distributor may not be able to fulfil your request unless it is needed for health or emergency reasons."</i> <p>As of 2024, Origin has amended its operational processes to remove the option to disconnect customer supply due to non-payment of a bill. Consequently, the regulatory obligation relating to disconnection for non-payment is no longer applicable to Origin from 2024 onwards.</p>		
			Priority 4	Control Adequacy: N/P	Compliance Rating: N/R

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication			
230G (2024 Only)	Energy Coordination Act section 11M Compendium clauses 49(1) and 49(2)	A retailer must publish on its website the information detailed in subclause 49(1).	<p>We confirmed that the following is published on Origin's website:</p> <p><u>Concessions and Rebates:</u> A dedicated webpage outlines the types of concessions available by state, including links and contact details for the relevant government agencies responsible for administering these programs.</p> <p><u>Energy Savings Advice:</u> The Energy Savings Advice page offers practical tips to help customers reduce their gas and electricity bills. Advice is tailored to common household areas such as the laundry, bathroom, kitchen, and living room.</p> <p><u>Smart Ways to Save Guide:</u> Origin has published a downloadable guide titled Smart Ways to Save, which is publicly accessible and provides comprehensive energy-saving strategies.</p> <p><u>Typical Gas Appliance Usage:</u> A webpage detailing typical gas usage by appliance helps customers and prospective customers understand consumption levels for various appliances, including:</p> <ul style="list-style-type: none"> ▪ Cooking: stove, oven, BBQ; ▪ Heating: gas fireplace, ducted heating, indoor gas space heater; and ▪ Hot Water: instant and storage systems. <p><u>Energy Saving Articles:</u> Origin regularly publishes articles offering additional tips and insights on energy efficiency and cost-saving measures.</p> <p><u>Complaints and Dispute Resolution:</u> Origin's internal complaints handling procedure requires that customers be informed of the outcome of their complaint and their right to escalate the matter to the Energy and Water Ombudsman. Contact details for the Ombudsman are included and publicly available on Origin's website.</p> <p><u>Regulatory Resources:</u> The complaints webpage provides downloadable access to both the Gas Marketing Code and the Compendium of Gas Customer Licence Obligations, ensuring transparency and regulatory awareness.</p> <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication			
230G (2024 Only)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p><u>Family and Domestic Violence Support:</u> Origin maintains a dedicated webpage addressing family and domestic violence, which includes its Family and Domestic Violence Policy, last reviewed in May 2025.</p> <p><u>Hardship Policy:</u> Origin's Hardship Policy is published on its website outlining eligibility for financial hardship assistance; assistance available; payment plan arrangement; and complaints lodgment and resolution.</p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
230H (2024 Only)	Energy Coordination Act section 11M Compendium clauses 49(3)	If a customer requests information of the kind referred to in subclause 49(1), the retailer must refer the customer to the retailer's website or provide the information to the customer without charge.	Discussions with the Compliance Advisor confirmed that Origin ensures the customers requesting information as outlined in subclause 49(1) of the Compendium of Gas Customer Licence Obligations are provided with access free of charge. We confirmed that front-line staff are instructed to direct customers to the relevant page on Origin's website, where the requested information is readily available.
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
230I (2024 Only)	Energy Coordination Act section 11M Compendium clauses 49(4) and 49(5)	If a customer requests a copy of information of the kind referred to in subclause 49(1), the retailer must provide a copy of the information to the customer without charge.	Discussions with the Compliance Advisor confirmed that Origin ensures the customers requesting information as outlined in subclause 49(5) of the Compendium of Gas Customer Licence Obligations are provided with access free of charge. We confirmed that front-line staff are instructed to direct customers to the relevant page on Origin's website, where the requested information is readily available.
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	
Information & Communication			
231 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 10.1(1)	A retailer must give notice to each of its customers affected by a variation in its tariffs, fees and charges no later than the next bill in the customer's billing cycle.	<p>Walkthroughs conducted with the Billing Team confirmed that Origin is compliant with Compendium clauses 50 and 51 as we sighted that Origin give notice to each of its customers affected by a variation in its tariffs no later than the next bill in the customer's billing cycle. Review of sample notices noted that Origin has notified each customer impacted by the change in tariffs, fees and charges at least 5 days before the change comes into effect.</p> <p><i>(Continue to next page)</i></p>
		<p>Priority 4</p> <p>Control Adequacy: N/P</p> <p>Compliance Rating: 1</p>	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description				Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Information & Communication (Cont.)						
232	Energy Coordination Act section 11M Compendium clause 10.1(2) / 50	A retailer must give or make available to a customer on request, at no charge, reasonable information on the retailer's tariffs, fees or charges, including any alternative tariffs that may be available to the customer.				<p><i>(Continued from previous page)</i></p> <p>We sighted a sample of the annual price change letter sent to WA gas customers and identified that the following information is included:</p> <ul style="list-style-type: none"> change in gas prices (incl. a breakdown of old and new prices); date of effective price change; reasons for price change; links to Origin's financial support services and further information relating to the price change; and links to download past billing and usage data. <p>Review of the notification letter confirmed that it was issued more than five business days prior to the effective date of the price change.</p> <p>Further, we sighted a sample of the follow up bill information sent to WA gas customers and noted that the following information is included:</p> <ul style="list-style-type: none"> a summary of the price change made and its effective date. <p>Origin provided a listing of rates and tax changes applicable to Residential and Business customers during the audit period.</p> <p>Upon review, it was noted that no changes to tariffs occurred, as Origin does not offer alternative tariff structures. Accordingly, the regulatory obligation relating to tariff change notifications is not applicable to Origin for the period under review.</p>
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1		
232A (2024 Only)	Energy Coordination Act section 11M Compendium clauses 51(2) and 51(3)	A retailer must give notice to a customer of any variation to a tariff, fee or charge referred to in clause 51(1) that affects the customer no later than the next bill in the customer's billing cycle.				
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1		
232B (2024 Only)	Energy Coordination Act section 11M Compendium clauses 51(2) and 51(3)	A retailer must give notice to a customer of any variation to a tariff, fee or charge referred to in clause 52(1) that affects the customer. The notice under clause 52(2) must be given at least 5 business days before the variation will come into effect.				
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1		
232C (2024 Only)	Energy Coordination Act section 11M Compendium clause 52(4)	The notice under subclause 52(2) must comply with the circumstances specified in subclause 52(4).				
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1		
233 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 10.1(3)	A retailer must give or make available to a customer the information requested on tariffs within 8 business days of the date of receipt of the request and, if requested, a retailer must provide the information in writing.				
		Priority 4	Control Adequacy: N/P	Compliance Rating: N/R		

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
234	Energy Coordination Act section 11M Compendium clause 10.2(1); 2024 Compendium clause 53(1)	A retailer must, on request, give a customer their billing data.	<p>Walkthrough demonstrations performed by the Billing Team, confirmed that Origin have controls to generate billing data for the period requested by the customer.</p> <p>Customers can request access to their billing data through multiple channels:</p> <ul style="list-style-type: none"> ▪ Telephone contact with front-line staff; ▪ E-mail requests; or ▪ Submission of a request form via the My Account portal.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
235	Energy Coordination Act section 11M Compendium clause 10.2(2) / 53(2)	The retailer must give the billing data at no charge if a customer requests billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with the retailer.	<p>Front-line personnel are guided by internal KPIs to respond to all customer requests within 48 hours, although the formal regulatory requirement allows up to 10 business days for response. It was also confirmed that Origin does not charge customers for billing data requests, regardless of the period or frequency of the request.</p> <p>Origin monitors the completion of these requests through the Daily Performance Report, generated from the Kraken system. This report tracks:</p> <ul style="list-style-type: none"> ▪ The total number of customer requests received; ▪ The number of requests closed on the same day; and ▪ The number of requests carried over and addressed on the next business day. <p>Our review of this report noted that Origin may receive up to 1,600 requests per day, with an average daily completion rate of 85%.</p> <p>Additionally, a review of Origin's breach register and customer complaint records found no instances of non-compliance related to billing data requests.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
236	Energy Coordination Act section 11M Compendium clause 10.2(3) / 53(3)	A retailer must give a customer the billing data requested under subclause 53(1) within 10 business days of the date of receipt of either the request, or payment of the retailer's reasonable charge for providing the billing data (if requested by the retailer).	<p>Our review of this report noted that Origin may receive up to 1,600 requests per day, with an average daily completion rate of 85%.</p> <p>Additionally, a review of Origin's breach register and customer complaint records found no instances of non-compliance related to billing data requests.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
237 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 10.2(4)	A retailer must keep a customer's billing data for 7 years.	<p>Origin has established an Information Management Directive (last reviewed in 2023), which outlines the responsibilities of all personnel in managing customer data. The directive mandates that all customer information, regardless of its information security classification, must be securely destroyed seven years after it is created, received, or last amended. Additionally, Origin personnel are required to maintain a record of information retained or disposed of, for evidentiary purposes.</p> <p>A review of the Retail Retention and Disposal Schedule (last reviewed on 27 March 2023) confirmed that it provides clear guidance on the retention and disposal of records.</p> <p>(Continue to next page)</p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
237 (2020 to 2023)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p>The schedule specifies that most information types are disposed of after seven years, with some categories subject to earlier disposal based on specific requirements.</p> <p>Further review of Origin's SharePoint intranet (Information Management Directive page) revealed that each business unit maintains its own retention and disposal schedule. For example, we sighted a record of customer account information from May 2018, confirming that data was retained in the Legacy Archival Data system and subsequently migrated to Kraken. All customer data up to 2020 is now stored within the Kraken system.</p>
		Priority 4	Control Adequacy: N/P
238 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 10.3	A retailer must give a residential customer on request, at no charge, information on the types of concessions available to the customer, and the names and contact details of the organisation responsible for administering those concessions (if not the retailer)	<p>Origin's website features a dedicated Concessions and Rebates page that enables both existing and prospective customers to access information on the types of concessions available across each state, including Western Australia.</p> <p>The webpage includes links and guidance on:</p> <ul style="list-style-type: none"> ▪ How to view, add, or update concession details on a customer's account profile; ▪ How to locate concession information on a customer's bill (e.g., within the "New Charges and Credits" section); ▪ A list of valid concession cards and the states in which they apply; and ▪ An example of how Origin calculates concession amounts for eligible customers. <p>For each concession listed, Origin provides a direct link to the administering organisation's website, ensuring customers can easily access further details and support. For example, Western Australian customers are informed about the Hardship Utility Grant Scheme ("HUGS"), with a link to the scheme's webpage and a dedicated contact number for Origin's support team.</p>
		Priority 4	Control Adequacy: N/P
239 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 10.4	A retailer must give, or make available, to a customer on request and at no charge, general information on cost-effective and efficient ways to utilise gas (including referring a customer to a relevant information source) and the typical running costs of major domestic appliances	<p>Origin's website offers a range of resources aimed at helping customers reduce their energy usage and manage costs effectively:</p> <p>Energy Savings Advice Page: This page provides practical tips on how customers can save money on their gas and electricity bills. Advice is tailored to common household areas, including the laundry, bathroom, kitchen, and living room, with suggestions focused on efficient appliance use and energy-conscious habits.</p> <p><i>(Continue to next page)</i></p>
		Priority 4	Control Adequacy: N/P

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
239 (2020 to 2023)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> Smart Ways to Save Guide: Origin has published a downloadable guide titled Smart Ways to Save, which is publicly accessible and offers comprehensive strategies for improving energy efficiency. Typical Gas Appliance Usage Page: This resource helps customers and prospective customers understand the typical gas consumption of various appliances, including: <ul style="list-style-type: none"> Cooking appliances: stove, oven, BBQ; Heating appliances: gas fireplace, ducted heating, indoor gas space heater; and Hot water systems: instant and storage units. Energy Saving Articles: Origin regularly publishes articles that provide additional tips and insights related to energy savings, helping customers stay informed and proactive in managing their energy use.
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
240	Energy Coordination Act section 11M Compendium clause 10.5 / 54	If a customer asks a retailer for information relating to the distribution of gas, the retailer must give the information to the customer or refer the customer to the distributor for a response.	<p>Where a customer request falls under the responsibility of the Distributor, Origin's front-line staff are instructed to refer the customer to the Distributor's contact details.</p> <p>Through review of 75 sample bills, we noted that these contact details are also included on customer bills.</p>
		Priority 4	Control Adequacy: N/P
			Compliance Rating: 1
245	Energy Coordination Act section 11M Compendium clauses 10.9 / 56(1) and 56(2)	A retailer and distributor must, to the extent practicable, ensure that any written information that must be given to a customer by the retailer, distributor or gas marketing agent under the Gas Marketing Code and the Compendium is expressed in clear, simple and concise language and is in a format that makes it easy to understand	<p>Discussions with the Group Operations Leader – Journey's confirmed that Origin provide a Welcome Pack to all their new customers. Review of a sample Welcome Pack determined that all the information required in by the Compendium is included and disclosed in the Welcome Pack in an easy way for the customer to understand with a variety of contact numbers, to address any specific questions a customer may have regarding the information disclosed.</p> <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings	
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)				
Information & Communication (Cont.)				
245	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p>Origin's Learning and Development ("L&D") Team is responsible for establishing and maintaining the Brand Guidelines that govern all customer communications. All content published on Origin's website must be reviewed by the L&D Team to ensure that the language used is appropriate and consistent with Origin's standards.</p> <p>The Brand Guidelines provide clear direction on the tone of voice to be used in all written communications with customers. This includes ensuring that information is conveyed in a clear, simple, and concise manner, and presented in a format that is easy for customers to understand.</p>	
		Priority 5	Control Adequacy: N/P	Compliance Rating: 1
246 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 10.10(1)	A retailer must advise a customer on request how the customer can obtain a copy of the Gas Marketing Code and the Compendium; and make a copy of the Gas Marketing Code and the Compendium available on the retailer's website.	Examination of Origin's website confirmed that copies of the Gas Marketing Code and the Compendium are available. In addition, Origin's Welcome Pack outlines that these documents are accessible on Origin's website.	
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1
249	Energy Coordination Act section 11M Compendium clause 10.11(1) / 57(1)	A retailer and distributor must make available to a residential customer on request, at no charge, services that assist the residential customer in interpreting information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).	<p>Origin's website includes a Contact Origin page that provides customers with contact details for both the National Relay Service and interpreter services, ensuring accessibility for customers with hearing or language needs.</p> <p>Additionally, these contact details are also included on customer bills, allowing customers to easily access support services when needed</p>	
		Priority 4	Control Adequacy: N/P	Compliance Rating: 1
250	Energy Coordination Act section 11M Compendium clause 10.11(2) / 57(2)	A retailer and, if appropriate, a distributor must include on a relevant document in relation to residential customers; <i>(Continue to next page)</i>	<p>A review of 38 residential bill templates issued during the 2022–23 period confirmed that all samples included telephone contact details for:</p> <ul style="list-style-type: none"> Origin's TTY services; Independent multilingual services; and <p><i>(Continue to next page)</i></p>	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
15 Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Information & Communication (Cont.)			
250	As above.	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> the telephone number for interpreter services, identified by the National Interpreter Symbol; and the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment. 	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> Interpreter services, accompanied by the National Interpreter Symbol. <p>Similarly, a review of 15 disconnection warnings and reminder notices from the same period found that all samples consistently included the same accessibility contact details.</p> <p>Further analysis of 75 customer bills revealed that 68 samples were associated with residential customer accounts. Of these:</p> <ul style="list-style-type: none"> All 68 bills included the telephone number for interpreter services, identified by the National Interpreter Symbol; and All 68 bills also included contact details for services supporting customers with speech or hearing impairments. <p>However, a review of the 2023–2024 Compliance Report submitted to the ERA identified a breach of obligation 250, specifically relating to reminder notices not including contact details for the National Relay Service and interpreter services. Corrective actions were implemented as of 25 June 2024.</p>
Complaints & Dispute Resolution			
251	Energy Coordination Act section 11M Compendium clause 12.1(1) / 59(1)	Each retailer and distributor must develop, maintain and implement a standard complaints and dispute resolution procedure.	<p>Origin has developed and implemented an internal process for managing customer complaints and resolving disputes, ensuring consistency and fairness in handling customer concerns.</p> <p>In addition, Origin's website features a dedicated Complaints page that provides customers with multiple contact options for lodging a complaint. This page also includes a link to the Standard Complaints & Disputes Resolution Procedure applicable to gas customers, offering transparency and guidance on the complaint resolution process.</p>
251A (2024 Only)	Energy Coordination Act section 11M Compendium clause 59(2)	The standard complaints and dispute resolution procedure under subclause 59(1) must comply with the requirements specified in subclauses 59(2)(a) to (d).	<p>Origin's internal complaints and disputes handling procedure addresses the following via the complaints webpage and Standard Complaints & Disputes Resolution Procedure demonstrating compliance with clause 59(2):</p> <ul style="list-style-type: none"> How complaints must be lodged by customers; <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution (Cont.)			
251A (2024 Only)	As above.	As above. Priority 4 Control Adequacy: N/P Compliance Rating: 1	<p><i>(Continued from previous page)</i></p> <ul style="list-style-type: none"> How complaints will be handled by Origin including the customer right to have a complaint considered by a senior employee if the customer is not satisfied with how the complaint is managed; How information will be provided to a customer, including informing customers of complaints outcome process, Origin's reasons regarding complaint outcomes and the customer's right to contact to the gas ombudsman including contact details; Response times for complaints (5 business days); and Method of response.
252	Energy Coordination Act section 11M Compendium clause 12.1(2) / 59(3)	The standard complaints and dispute resolution procedure must comply with AS 10002:2022. Priority 4 Control Adequacy: N/P Compliance Rating: 1	<p>Origin has developed and implemented an internal complaint handling process that aligns with the standards set out in AS/NZS 10002:2014 and AS 10002:2022. Any updates to this process are subject to review and approval by the Legal Department prior to being issued and published on Origin's website.</p> <p>According to the Group Operations Leader – Complaints, there have been no changes to the relevant legislation in the past two years. As such, Origin's complaints handling process remains compliant with current regulatory requirements.</p>
254 (2020 to 2023) 257A (2024 only)	Energy Coordination Act section 11M Compendium clauses 12.1(3)(a) and 61	<p>254 When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process).</p> <p>257A 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 customer, the information detailed in subclause 61(b)(i) - (iii).</p>	<p>Origin's internal complaints and disputes handling procedure provides guidance on how information is provided to customers, as well as outlining processes for informing customers of the complaint outcome and the customer's right to contact to the gas ombudsman (including contact details). It also documents the customer's right to have a complaint considered by a senior employee if the customer is not satisfied with how the complaint is managed. This information is publicly available on Origin's website and are outlined in the following documents:</p> <ul style="list-style-type: none"> Standing Agreement – Natural Gas & Origin Go Zero Gas Agreement Terms – Natural Gas and Origin Go Zero Natural Gas <p>Both documents are accessible through the Origin website.</p> <p>We tested a sample of 25 complaints (12 raised prior to 2024 and 13 raised during or after 2024) and noted the following exceptions:</p> <p><i>(Continue to next page)</i></p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution (Cont.)			
254 (2020 to 2023) 257A (2024 only)	As above.	As above.	<p><i>(Continued from previous page)</i></p> <p><u>Complaints Raised Prior to 2024</u></p> <ul style="list-style-type: none"> In 5 out of 12 instances, Origin personnel did not advise customers of their right to have the complaint considered by a senior employee. In all 5 instances, Origin personnel did not advise customers of their right to raise the complaint with the Gas Ombudsman or another relevant external dispute resolution body and be provided with the Free call telephone number of the Gas Ombudsman. <p><u>Complaints Raised During or After 2024</u></p> <ul style="list-style-type: none"> 3 out of 13 complaints raised during or after 2024 lacked evidence confirming resolution to the customer's satisfaction. In all 3 instances, Origin personnel did not inform customers of their right to escalate the complaint to the Gas Ombudsman or another external dispute resolution body, nor did they provide the Free call telephone number. <p>Recommendation 07/2025:</p> <p>We recommend that Management:</p> <ul style="list-style-type: none"> Reinforce training and awareness among front-line staff regarding escalation rights as outlined in the Complaints Procedure. Implement a checklist within the complaints handling workflow to ensure customers are informed of their escalation options when a complaint remains unresolved. Conduct periodic audits to verify compliance with this requirement and identify any recurring gaps.
		Priority 2² Priority 4²	Control Adequacy: B Compliance Rating: 2

Note 2 Obligation 254 was assigned an **Audit Priority 2** rating and Obligation 180C was assigned an **Audit Priority 4** rating.

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Complaints & Dispute Resolution (Cont.)			
255 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 12.1(3)(b)	When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Free call telephone number of the gas ombudsman.	Refer to Licence Obligations no. 254 and 257A.
		<table border="1"> <tr> <td>Priority 2</td> <td>Control Adequacy: B</td> <td>Compliance Rating: 2</td> </tr> </table>	
Priority 2	Control Adequacy: B	Compliance Rating: 2	
255A	Energy Coordination Act section 11M Compendium clause 12.1(4) / 60(1)	A retailer or distributor must, on receipt of a written complaint by a customer, acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	<p>Origin developed and implemented the WA GSL Review Tracker in January 2025 to monitor the timeliness of complaint acknowledgements and responses. Between 1 January and 31 May 2025, we did not identify any instances where complaint actions failed to meet the required timeframes.</p> <p>Additionally, our review of 25 complaints lodged between 2022 and 2025 confirmed that Origin consistently acknowledged all complaints within 10 business days and provided responses within 20 business days, in line with regulatory expectations.</p>
		<table border="1"> <tr> <td>Priority 2</td> <td>Control Adequacy: A</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 2	Control Adequacy: A	Compliance Rating: 1	
256 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 12.2	A retailer must comply with any guideline developed by the ERA relating to distinguishing customer queries from customer complaints.	<p>Origin's definitions of customer complaints and queries align with the ERA's Customer Complaints Guidelines, clearly distinguishing between customer queries and complaints. These definitions are embedded within Origin's internal complaints and dispute handling procedures, which are publicly available on Origin's website.</p> <p>Further, the procedures are outlined in the following documents accessible via the Origin website:</p> <ul style="list-style-type: none"> Standing Agreement – Natural Gas & Origin Go Zero Gas; and Agreement Terms – Natural Gas and Origin Go Zero Natural Gas.
		<table border="1"> <tr> <td>Priority 4</td> <td>Control Adequacy: N/P</td> <td>Compliance Rating: 1</td> </tr> </table>	
Priority 4	Control Adequacy: N/P	Compliance Rating: 1	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings			
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)						
Complaints & Dispute Resolution (Cont.)						
257 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 12.3	A retailer, distributor and gas marketing agent must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes.	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	<p>Origin's internal complaints and disputes handling procedure is clearly outlined on all customer bills, on Origin's website, and within the following documents:</p> <ul style="list-style-type: none"> Standing Agreement – Natural Gas & Origin Go Zero Gas; and Agreement Terms – Natural Gas and Origin Go Zero Natural Gas. <p>These resources are freely available and provided to customers at no cost, confirming compliance with clause 12.3.</p>
258	Energy Coordination Act section 11M Compendium clause 12.4 / 62	If a retailer, distributor or gas 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 the appropriate entity to deal with the complaint (if known).	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	<p>Origin's website features a publicly accessible 'Find Your Distributor' page, which enables customers to easily obtain contact details for their respective gas distributors.</p> <p>During the audit period, our review of customer complaints identified two distributor-related complaints. In both cases, Origin appropriately referred the complaints to the relevant distributor for resolution.</p>
Record Keeping & Reporting						
281 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 13.1	A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	<p>Through the examination of Origin's three subsequent annual as Gas Trading Licence Performance Reports and through discussions with the Manager, Retail Compliance, we determined that for the audit period FY2022, FY2023 and FY2024, Origin had prepared a report as required by Part 13 of the Compendium.</p>
282 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 13.2	A report referred to in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	Priority 4	Control Adequacy: N/P	Compliance Rating: 1	<p>Through discussions with the Manager Retail Compliance and the Compliance Advisor Compliance, and review of submission records, we confirmed that for three consecutive years, FY2022, FY2023 and FY2024, the Gas Trading Licence Performance Reports were provided to the ERA by the date, and in the manner and form, specified by the ERA.</p>

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Record Keeping & Reporting (Cont.)			
283 (2020 to 2023)	Energy Coordination Act section 11M Compendium clause 13.3	A report referred to in clause 13.1 must be published by the date specified by the ERA. Priority 4 Control Adequacy: N/P Compliance Rating: 1	Through review of publication records, we confirmed that Origin has published the FY2022, FY2023 and 2024 Annual Compliance Reports within the ERA required timeframe.
283A (2024 Only)	Energy Coordination Act section 11M Compendium clause 63(1)	A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers. Priority 2 Control Adequacy: A Compliance Rating: 1	Origin's website has a dedicated webpage for family and domestic violence including a link to Origin's Family and Domestic Violence Policy (last reviewed May 2025).
283B (2024 Only)	Energy Coordination Act section 11M Compendium clause 63(2)	The family violence policy must provide for the details as prescribed in subclauses 63(2)(a) to (j). Priority 2 Control Adequacy: A Compliance Rating: 1	We reviewed the Family and Domestic Violence Policy and confirmed the information prescribed in subclauses 63(2)(a) to (j) have been accurately captured.
Protection Relating to Family Violence			
283C (2024 Only)	Energy Coordination Act section 11M Compendium clause 63(3)	The training required under subclause 63(2)(a) must satisfy at least one of the requirements detailed in subclause 63(3). Priority 2 Control Adequacy: A Compliance Rating: 1	Although the obligation requirements for protections relating to family violence only came into effect in July 2024, Origin has had processes in place throughout the entire audit period. Origin engages with Workforce Development Collaborative WA to review the following Origin training modules: <ul style="list-style-type: none"> ▪ Retail Induction Training - Family and Domestic Violence Induction; ▪ Telco Induction Training - Vulnerable Customers; and ▪ Family and Domestic Violence Consultation Refresher. This review is conducted annually with the most recent review occurring on 26 July 2024.

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Protection Relating to Family Violence (Cont.)			
283D (2024 Only)	Energy Coordination Act section 11M Compendium clause 63(5)	If directed by the ERA, a retailer must review its family violence policy or related procedures and submit the results of the review to the ERA within a period specified by the ERA.	The Group Operations Leader – FDV, advised that Origin has not received any direction from the ERA to review and update the Family Domestic Violence Policy. Hence, this obligation is not applicable.
		Priority 2	
283E (2024 Only)	Energy Coordination Act section 11M Compendium clause 63(6)	A retailer must consult with appropriate consumer representatives whenever the retailer is developing its family violence policy or whenever the retailer is reviewing its family violence policy because of a direction of the ERA under subclause 63(5).	The Group Operations Leader – FDV, advised that Origin has not received any direction from the ERA to review and update the Family Domestic Violence Policy. Hence, this obligation is not applicable.
		Priority 2	
283F (2024 Only)	Energy Coordination Act section 11M Compendium clause 63(6)	A retailer must consult with appropriate consumer representatives within 3 months of commencement of the Compendium for any family violence policy.	The Group Operations Leader – FDV, advised that Origin has not received any direction from the ERA to review and update the Family Domestic Violence Policy. Hence, this obligation is not applicable.
		Priority 2	
283G (2024 Only)	Energy Coordination Act section 11M Compendium clause 64	Unless the circumstances under subclause 64(1) ((a) to (f) apply, a retailer must ensure that the residential supply address of a vulnerable customer is not disconnected for a period of 9 months from the date on which the retailer becomes aware that the customer is a vulnerable customer.	We sighted Origin’s Family and Domestic Violence Policy and confirmed that the Policy states that for residential customers in Western Australia identified as vulnerable, Origin will not arrange for the disconnection of energy supply at their premises for a period of nine months from the time the customer is recognised as vulnerable. This is outlined under the section 'If you’re having trouble paying your bills' within the Hardship Policy. The Group Operations Leader – FDV, advised that as of 2024 Origin has updated its processes to remove the option to disconnect customer supply. Accordingly, this obligation is no longer applicable to Origin from 2024 onwards.
		Priority 2	

4. Detailed Findings (Cont.)

4.5 Compendium of Gas Customer Licence Obligations (Cont.)

No.	Obligation Reference	Obligation Description	Observations and Findings
Licence Compliance Requirements - Compendium of Gas Customer Licence Obligations (Compendium) (Cont.)			
Protection Relating to Family Violence (Cont.)			
283H (2024 Only)	Energy Coordination Act section 11M Compendium clause 65	A retailer must not require written evidence of family violence from a customer unless the evidence is reasonably necessary to enable the retailer to determine action prescribed under subclauses 65(1)(a) and (b).	<p>Origin's Family and Domestic Violence Policy states that vulnerable customers will not be required to provide documentary evidence of their circumstances unless it is reasonably necessary. This may apply in situations such as:</p> <ul style="list-style-type: none"> (a) addressing a failure to pay a bill or managing debt collection, and (b) responding to a proposed disconnection of energy supply. <p>Origin will consider the customer's individual circumstances before taking any action, as outlined in the sections 'Keeping you safe' and 'If you're having trouble paying your bills'.</p>
		Priority 2	Control Adequacy: A
			Compliance Rating: 1

5. Recommendations and Management Actions

Listed below are the actions taken by Origin to address licence obligations that were rated non-compliant in the previous and current audits.

A. Resolved during current audit period			
Licence obligation reference / Recommendation reference from previous audit	Non-Compliance / Controls Improvement	Date resolved & action taken by the licensee	Auditor's comments
01/2022	<p>B 2 113 Energy Coordination Act section 11M A decrease in Credit Card fees passed on to the customers in July 2020 due to COVID-19 was not communicated to the Minister as required by the Gas Trading Licence.</p>	30/04/2023 – Origin has implemented a process to notify the Minister at least one month prior to implementing changes to fees and prices.	No further action required.
07/2022	<p>B 2 206A Trading Licence clauses 2.1.1 and 6.3.1 Compendium clause 6.4(3) In few of the sampled customers, we were not provided with the payment plan letters issued by Origin to the customers. Accordingly, compliance to Obligation 206A could not be evidenced in such instances.</p>	30/04/2023 – Sample testing of 30 Payment Plans confirmed that in all instances Origin provided the following required information to the customer within 5 business days of the customer accepting the payment plan: <ul style="list-style-type: none"> ▪ Terms of the payment plan (i.e. number of and payment amounts of payment duration and payment calculation); ▪ Consequences to customers of not adhering to the payment plan; and ▪ Importance of contacting Origin where the customer requires further assistance in meeting or continuing to meet the payment plan terms. 	No further action required.
103	<p>B 2 103 Energy Coordination Act section 11M Origin has not published the annual Gas Trading Licence Performance Reports for FY2023 within the timeframe specified by the ERA.</p>	20/11/2023 – Origin has updated the publication instructions, where in future, e-mail communication will also be sent to Origin's Content Principal, Service and Support teams, in addition to the relevant web request ticket. The corrective action was implemented effective 20 November 2023.	No further action required.

5. Recommendations and Management Actions (Cont.)

A. Resolved during current audit period			
Licence obligation reference / Recommendation reference from previous audit	Non-Compliance / Controls Improvement	Date resolved & action taken by the licensee	Auditor's comments
250	B2 Energy Coordination Act section 11M Compendium clause 10.11(2) / 57(2) Origin reported in its Compliance Report for the period of 1 July 2023 to 30 June 2024 that it did not include the required national relay and interpreter service information on reminder notices. This was an omission made during the migration of customers from our legacy SAP software to our new Kraken system.	25/06/2024 – The reminder notices now include the required national relay and interpreter service information.	No further action required.

Listed below are the recommendations on the actions Origin should take to address licence obligations that were rated non-compliant.

B. Unresolved at end of current audit period			
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Action taken by the licensee by end of audit period
01/2025	B 2 120A Energy Coordination Act section 11ZPP Code of Conduct clauses 2.32 and 6(2) Sample testing of 75 customer sales noted 34 customer sales via Origin's online process and 41 customer sales via telephone calls. For 2 out of the 41 customer sales via telephone calls, Origin has not explicitly advised the customer of the differences between Standard Form and Non-Standard Form Contracts.	We recommend that Management: <ul style="list-style-type: none"> Reinforce the importance of explicitly explaining the difference between Standard and Non-Standard Contracts, not just comparing Origin plans. This can be done through refresher training or updated call scripts. Implement a quality assurance check for a sample of calls on a periodic basis to ensure compliance with contract disclosure requirements. 	

5. Recommendations and Management Actions (Cont.)

B. Unresolved at end of current audit period			
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Action taken by the licensee by end of audit period
02/2025	<p>B 2 137 Energy Coordination Act section 11M Compendium clauses 4.1(b) / 10(1) and 10(2)</p> <p>Sample testing of customer complaints identified a case where a customer had not received a bill for eight months. When billing resumed, the customer was issued a bill exceeding \$1,000, which they were unable to pay. The delay in billing is currently under investigation.</p>	<p>We recommend that Management:</p> <ul style="list-style-type: none"> Investigate the root causes for the non-compliance noted above; Ensure the relevant corrective actions are implemented to avoid any-future occurrences; and Re-assess the effectiveness of the monitoring controls implemented to identify exceptions relating to the timely issuance of bills within the maximum timeframe allowed by the Compendium. 	
03/2025	<p>C 3 155 Energy Coordination Act section 11M Compendium clause 4.8(2) / 15(1)</p> <p>Our review of the 2022 Estimated Bill template noted that it does not clearly state that Origin will provide the basis and reason for the estimation upon customer request. Further reviews of the 2023, 2024, and 2025 Estimated Bill templates noted that they do not clearly specify the customer's right to request a meter reading.</p> <p>As this represents a significant control deficiency, sample testing was not performed for Estimated Bills.</p>	<p>We recommend that Management:</p> <ul style="list-style-type: none"> Update all Estimated Bill templates to include a standardised and clearly visible statement informing customers of their rights covering the information prescribed in clauses 15(1)(a) to (c); Implement a quality assurance process to ensure the statement is consistently included in all future estimated bills. Provide training or guidance to relevant teams to reinforce the importance of including this information. 	

5. Recommendations and Management Actions (Cont.)

B. Unresolved at end of current audit period			
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Action taken by the licensee by end of audit period
04/2025	<p>C 3</p> <p>165 Energy Coordination Act section 11M Compendium clauses 4.14(2) and 23(2)</p> <p>180C Energy Coordination Act section 11M Compendium clause 23(2)</p> <p>A review of 12 final bills issued during or after 2024, identified 6 instances where the bill did not include a request for the customer to provide instructions regarding the handling of the credit balance as required by the obligation.</p>	<p>We recommend that Management:</p> <ul style="list-style-type: none"> Consider implementing a mandatory prompt within the Kraken system to request customer instructions regarding the handling of credit balances at the time of account closure. Consider introducing system notifications to flag outstanding customer instruction requests. If system automation is not feasible, implement periodic quality assurance checks to verify that final bills with credit balances include the required instruction prompts and Origin has followed up with customers on outstanding instruction requests in a timely manner. Ensure that all final bills, regardless of issuance date, include clear guidance asking whether the credit should be: <ul style="list-style-type: none"> Transferred to another account the customer holds (or will hold) with Origin, or Refunded to a nominated bank account. 	
05/2025	<p>B 2</p> <p>167 Energy Coordination Act section 11M Compendium clause 4.16(1)(a) / 19(2)(a)</p> <p>A review of Origin's residential bill review template confirmed that customers are advised of their right to request a meter test and informed about the Standard Complaints and Dispute Resolution Procedure (SCDRP) when a bill is deemed correct.</p> <p>However, sample testing of 8 bills from 2022 to 2023 identified 2 instances where this advice was not provided, indicating non-compliance with the obligation during that period.</p>	<p>We recommend that Management:</p> <ul style="list-style-type: none"> Update the bill review templates to include mandatory fields or standard language that cannot be omitted, ensuring consistent communication of: <ul style="list-style-type: none"> The right to request a meter test; and Details of the Standard Complaints and Dispute Resolution Procedure. Conduct periodic audits of bill reviews to verify compliance with the Billing Manual. Provide refresher training to staff involved in bill reviews, emphasising the importance of advising customers of the rights, including meter testing and dispute resolution options. 	

5. Recommendations and Management Actions (Cont.)

B. Unresolved at end of current audit period			
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Action taken by the licensee by end of audit period
06/2025	<p>C 3</p> <p>204 Energy Coordination Act section 11M Compendium clause 6.3(1)</p> <p>205A Energy Coordination Act section 11M Compendium clause 35(3)</p> <p>211 Energy Coordination Act section 11M Compendium clause 6.8 / 39(3)</p> <p>A review of 20 hardship accounts (10 established prior to 2024 and 10 established during or after 2024) noted the following exceptions:</p> <p><u>Hardship Accounts Established Prior to 2024</u></p> <ul style="list-style-type: none"> Origin employees did not inform customers of their right to have their bill redirected at no cost to a third party, for 2 out of 10 hardship accounts. <p><u>Hardship Accounts Established During or After 2024</u></p> <ul style="list-style-type: none"> Customers were not informed of their right to have their bill redirected at no cost to an alternative address, including email, highlighting a gap in customer communication and adherence to policy requirements, for 8 out of 10 hardship accounts. <p><i>Note: Obligation 204 was removed from the WA Gas Trading Licence obligations as of 2024.</i></p>	<p>We recommend that Management:</p> <ul style="list-style-type: none"> Reinforce staff training and procedural guidance to ensure that all aspects of available assistance, including bill redirection rights, are consistently communicated to customers. Enhance the Quality Assurance activities to ensure that procedures in place are adhered to in assisting the customers experiencing payment difficulties or financial hardships. Enhance staff training and guidance to ensure all hardship customers are consistently informed of their right to have bills redirected at no charge, whether to a third party or an alternative address (including e-mail). Strengthen documentation practices to ensure that all interactions regarding fee, charge, or debt reductions are clearly recorded and verifiable. Implement a verification mechanism to confirm that customers requesting the Hardship Policy, receive it in a timely manner, with evidence retained for audit purposes. Conduct periodic audits of hardship account communications to monitor compliance. 	

5. Recommendations and Management Actions (Cont.)

B. Unresolved at end of current audit period			
Recommendation Reference	Non-Compliance / Controls Improvement	Auditor's Recommendation	Action taken by the licensee by end of audit period
07/2025	<p>B 2</p> <p>254 Energy Coordination Act section 11M Compendium clause 12.1(3)(a)</p> <p>255 Energy Coordination Act section 11M Compendium clause 12.1(3)(b)</p> <p>Of a sample of 12 complaints raised prior to 2024, 5 cases lacked evidence confirming resolution to the customer's satisfaction. In all 5 instances, Origin personnel did not inform customers of their right to escalate the complaint to a senior employee or to refer the matter to the Gas Ombudsman or another external dispute resolution body, including providing the Free call telephone number.</p> <p>257A Energy Coordination Act section 11M Compendium clause 61</p> <p>Of a sample of 13 complaints raised during or after 2024, 3 cases lacked evidence confirming resolution to the customer's satisfaction. In each of these cases, Origin personnel did not inform customers of their right to escalate the complaint to the Gas Ombudsman or another external dispute resolution body, nor did they provide the Free call telephone number.</p> <p><i>Note: Obligations no. 254 and 255 were removed from the WA Gas Trading Licence obligations as of 2024.</i></p>	<p>We recommend that Management:</p> <ul style="list-style-type: none"> Reinforce training and awareness among front-line staff regarding escalation rights as outlined in the Complaints Procedure. Implement a checklist within the complaints handling workflow to ensure customers are informed of their escalation options when a complaint remains unresolved. Conduct periodic audits to verify compliance with this requirement and identify any recurring gaps. 	

Appendix A – Key Documents Reviewed

Key Documents Reviewed

Please note this list is not exhaustive:

Billing

- Billing and Metering Reference Guides
- Billing System overview process map
- Gas Invoice – Actual Reading
- Gas Invoice – Estimated Reading
- Tariffs applied for the supply of gas to WA
- Price tariff cap settings in SAP
- Change management process for tariff amendments

Complaints and Dispute Resolution

- Origin Website – Complaints Page
- Complaint Management Framework
- Dispute Resolution Policy

Connections, Disconnections and Reconnections

- Emergency Contact Numbers
- Policies/ procedures for: Disconnection, reconnection, life support, billing, credit, payment or instalment plans, meter reading data including applications of estimates, illegal use of gas, refundable advance, credit reporting, debt collection, customer information handling
- Confirmation of door-to-door marketing activities

Credit, Affordability and Payments

- Origin Hardship Policy – WA Customers
- Origin Website – Customer Help Page
- Bill Payment Slip
- Training modules relevant to hardship management

Internal Sales and Marketing

- Gas marketing procedures including verifiable consent, application of concession, call centre operations, face to face interactions and code of conduct
- Training program to support gas marketing procedures

Regulatory Compliance

- Compliance Management Policy
- Compliance Reporting Work Instructions
- ERA Performance Reporting
- Regulatory Reporting of Performance Delivery Procedure
- Regulatory Reporting process map
- ERA Annual Report Breaches Register (including Annual Compliance Reports submitted to ERA)
- Breach Registers for FY23, FY24, FY25

Other General Compliance

- Origin Code of Conduct
- Complaints Management Policy
- Origin Organisational Chart
- Origin Privacy Policy
- Origin Standard Contract example
- Approval of Auditor Nomination
- FY25 Assurance Program
- Market Contract (Non-Standard Contract)
- Standard Contract
- Tariff Customer Information
- WA Gas Retail Market Agreement

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