



Perth Energy Pty Ltd
(subsidiary of AGL)
Electricity Retail Licence ERL10
Performance Audit
Report
September 2025

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Limitations of this Report

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

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

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1. Independent Auditor's Report

Scope

Perth Energy Pty Ltd has an Electricity Retail Licence (ERL10) ('the Licence') issued by the Economic Regulation Authority ('ERA') under the *Electricity Industry Act 2004* ('the Act') for the provision of electricity to customers in the South West Interconnect Systems ('SWIS').

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

We have performed a reasonable assurance engagement on Perth Energy's compliance, in all material respects, with the conditions of ERL10 and the *Electricity Industry Act 2004* for the period from 1 July 2023 to 30 June 2025.

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

Modified Opinion

In our opinion, based on the procedures performed as outlined in the Audit Plan approved by the Economic Regulation Authority and the evidence we have obtained, except for the effects of the matters described in the Basis for Modified Opinion paragraph below, Perth Energy has complied, in all material respects, with its licence conditions and relevant legislative obligations for the period 1 July 2023 to 30 June 2025 with the exception of 3 non-compliances with minor impact on customers.

Basis for Modified Opinion

During the period 1 July 2023 to 30 June 2025, Perth Energy did not comply with 3 applicable licence obligations as outlined below:

Reporting Manual number and Licence condition	Issue
<i>The following obligations were assessed as "Non-Compliant – Minor Impact".</i>	
27 <i>Electricity Industry (Customer Transfer) Code 2016 – Clause 4.5(1)</i> A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.	The 2023/24 Compliance Report to ERA reported 8 instances of Customer Transfer Requests (CTRs) being rejected due to these exceeding the maximum number of 20 requests for connection points in a business day. It is noted that these errors appear to be the result of human/administrative and technological error when submitting the requests. Either the manual input of the requests has resulted in incorrect dates being selected, or technological delay in sending the requests to the Network Operator has caused delays in receipt. From July 2024, the CTR tracking tool has a prompt in place from where transfers are entered which warns that the number of transfers is in excess of 20. This prompt pops up prior to the CTR being sent and the tool allows for a manual override by the user, with reason being inputted that Western Power (WP) had opened the portal to allow for more transfers. Since this tool was adopted, the only CTRs that have been rejected due to there being >20 per day were the fault of WP (as explained below in the Annual Compliance Report 2024/25). The 2024/25 Compliance Report reported 22 CTRs which were rejected. On 4 June 2025, PE contacted the Network Operator ('WP') to request that the capacity of the portal be increased temporarily, as 22 CTRs were required to be submitted for the nominated transfer date of 1 July 2025. On the same day, WP advised Perth Energy by email that the portal had been opened (portal limit increased) to allow for these transfers. The

	Reporting Manual number and Licence condition	Issue
		transfers were submitted; however, were rejected by WP. Perth Energy subsequently contacted WP to clarify the rejections. WP provided advice by email that the portal had neglected to be opened, despite previous advice, and WP accepted responsibility for this error. The portal was opened, transfers re-submitted by Perth Energy and all were subsequently accepted.' As this issue has been resolved in the audit period, no further recommendation is made.
29	<i>Electricity Industry (Customer Transfer) Code 2016 – Clause 4.7</i> A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	The timeframes set by Western Power for Customer Transfer Requests (CTR) are as follows: For metropolitan areas: - At least 8 business days after submitting the CTR if a meter read, or change was required. - At least 3 business days after submitting the CTR otherwise. For non-metropolitan areas: - At least 15 business days after submitting the CTR if a meter read, or change was required. - At least 5 business days after submitting the CTR otherwise. In all cases, the nominated transfer date must not exceed 50 business days after the CTR submission. The 2023/24 Compliance Report to ERA reported 7 occasions where requests sent to Western Power (WP) were rejected due to the nominated transfer not being in accordance with specified timeframes of not being less than 3 business days or more than 50 business days. PE has reviewed the internal process for CTRs to ensure that an additional business day is added to all requests sent to the Network Operator, to allow additional time in the event of similar technological delays. The 2024/25 Compliance Report reported there were 3 occasions where requests sent were rejected by the Network Operator due to the nominated transfer date not being in accordance with specified timeframes. The 3 rejections were due to an error on the WP portal, incorrect number of days for a connection due to input error of metropolitan area rather than regional area and due to a lag or drop-out in either PE's or the NO's internet service. In all cases, the rejections were followed-up and re-submitted. As this issue has been resolved in the audit period by PE adding an additional business day to all requests to the Network Operator and the process checklist, no further recommendation is made.
229	<i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2022 - Clause 48</i> Before arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a written notice (a reminder notice), which contains the information specified in subclause 48(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and	There have been 5 disconnections in the audit period due to failure to pay a bill and in all cases, reminder notices have been issued. The audit sighted an example of an overdue reminder notice issued within 5 days of the invoice that included Perth Energy's telephone number for billing and payment enquiries and how Perth Energy can provide assistance. The audit confirmed that Perth Energy use their best endeavours to contact the customer including email communications and follow-up to ensure they have received the communications, as documented in the Electricity Disconnections and Reconnections Procedure. The audit also sighted an example of a disconnection warning notice issued 20 business days from the invoice date that included 7 days' notice of disconnection and to contact Perth Energy if any payment assistance is required. The notice did not include as per Section 48(1)(c)(ii) of the Code of Conduct, the existence and operation of complaint handling processes, including the existence and operation of the electricity industry ombudsman and the contact details for the electricity industry ombudsman. The audit confirmed the required information is provided to the customer on their Account Statement attached to the email. The Disconnection

Reporting Manual number and Licence condition	Issue
timeframes specified in subclause 48(1)(c).	Notice has been amended to include the required information from October 2025. As this issue has been resolved, no further recommendation is made.

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

In accordance with ASAE 3100 we have:

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

Summary of Procedures

Our procedures consisted primarily of:

- Utilising ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences updated August 2022 ('the Guidelines') to develop a risk assessment;
- Developing an Audit Plan and an associated work program, approved by the ERA on 17 July 2025;
- Interviewing relevant Perth Energy staff to gain an understanding of process controls;
- Undertake a visit to the licensee in Perth, and conduct various meetings with stakeholders, including regulatory, sales, billing and corporate management, to determine the effectiveness of systems and procedures in place and to compare actual performance against the licence standards;
- Assessing documents and performing walkthroughs of processes and controls to support the assessment of compliance and the effectiveness of the control environment in accordance with Licence obligations; and
- Performing procedures and testing based on the procedures listed in the approved Audit Plan.

How We Define Reasonable Assurance and Material Non-Compliance

The audit has applied a level of scrutiny that corresponds to a 'reasonable assurance engagement' as per the Australian Standard ASAE3000. Reasonable assurance is a high level of assurance but is not a guarantee that it will always detect a material non-compliance with the compliance requirements.

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

Inherent Limitations

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

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

Use of this Assurance Report

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

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

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

Management's responsibility

Perth Energy's management are responsible for:

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

Our responsibility

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

Our Independence and Quality Control

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

We confirm that the ERA's 2019 Audit and Review Guidelines: Electricity and Gas Licenses (updated August 2022) have been complied with in the conduct of this audit and the preparation of the report, and that the audit findings reflect our professional opinion.

Quantum Assurance



Geoff White CA
Director

8 October 2025

2. Executive Summary

Perth Energy Pty Ltd (“Perth Energy”) is a subsidiary of AGL, a leading integrated Australian energy business that has been operating for more than 180 years. Perth Energy has an electricity retail licence (ERL10) issued by the Economic Regulation Authority (‘ERA’) under the provisions contained in the *Electricity Industry Act 2004*.

Perth Energy is the licensee of the Economic Regulation Authority (ERA) for the Electricity Retail Licence (ERL10) licence under the provisions contained in the *Electricity Industry Act 2012*. There was one licence in operation during the audit period being ERL10 Version 8 (25 June 2021 to current).

Perth Energy’s ERL10 licence has been granted for the area set out in the Plan ERA-EL-107B in Western Australia. The licence grants Perth Energy, the authorisation to retail electricity to business customers connected to the electricity network in Western Australia spanning areas from Kalbarri to Albany and extending eastward to Kalgoorlie, as delineated in the plan.

As at 30 June 2025, Perth Energy supplied electricity to 1,043 contestable business customers, including small to large use customers. In this audit period from 1 July 2023 to 30 June 2025, there was one residential customer in part of 2023/24 and no residential customers in 2024/25. Perth Energy’s small to large use customers are supplied on standard and non-standard contracts. Perth Energy’s operations, including customer service, call centre, and customer solutions, are managed from their Perth office.

Perth Energy is required to comply with the terms and conditions of their licence, including applicable legislative provisions and performance reporting as set out in the Electricity Compliance Reporting Manual (February 2023).

Quantum Assurance was engaged by Perth Energy to complete this Performance Audit which is consistent with the requirements of the Australian Standard on Assurance Engagement ASAE3100 – Assurance Engagements Other than Audits or Reviews of Historical Financial Information and the ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences updated August 2022 (‘ERA Guidelines’).

This audit covered the period from the previous audit being 1 July 2023 to 30 June 2025.

Conclusion

Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that Perth Energy has complied with its Electricity Retail Licence performance and quality standards and obligations during the audit period from 1 July 2023 to 30 June 2025 with 2 non-compliances that may have a minor impact on customers.

Out of 236 applicable compliance obligations, the audit found:

- 127 obligations were rated compliant (111 with adequate controls and 16 with controls not reviewed).
- 3 obligations were rated non-compliant with minor impact on customers (with generally adequate controls). Two minor non-compliances were resolved in July 2024 and one from October 2024, so there are no further recommendations.
- 106 were not rated for compliance, as no relevant activity took place during the audit period (56 with adequate controls and 50 where controls were not reviewed).

The audit confirmed that Perth Energy has fully complied with its information reporting obligations for the period 1 July 2023 to 30 June 2025.

The control environment is considered to be well-designed and effective. There have been continued improvements to strengthen the compliance with the licence obligations including the appointment of a Risk and Compliance Advisor, improving compliance monitoring and documentation of procedures. There were no recommendations.

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

There were no changes recommended to the licence.

3. Performance Audit

3.1 Introduction

Perth Energy Pty Ltd ('Perth Energy') has an electricity retail licence (ERL10) issued by the Economic Regulation Authority ('ERA') under the provisions contained in the *Electricity Industry Act 2004*.

There was one licence in operation during the audit period: .

- ERL10 Version 8 (From 25 June 2021 to date) - Licence renewal.

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

Perth Energy has engaged Quantum Assurance ('Quantum') to undertake an audit of Perth Energy's electricity supply services. This audit covers the period from 1 July 2023 to 30 June 2025. The previous audit was from 1 July 2020 to 30 June 2023.

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

3.2 Objective and Scope

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

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

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

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

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

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

Priority 3

- **Obligation 27** - A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.
- **Obligation 29** - A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.
- **Obligation 90** - A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent where the amendment is required for the contract to remain consistent with a written law. A non-standard contract must describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the customer of any amendment to the contract.
- **Obligation 92** - A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.
- **Obligation 98A** - A non-standard fixed term contract must detail the contract expiry date, customer options available for supply following expiry, the terms and conditions that apply after expiry and the way the retailer will provide the notification in the manner specified.
- **Obligation 108** - A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract that complies with the Act.
- **Obligation 114** - A licensee must ensure that an electricity marketing agent of the licensee complies with the Code of Conduct for the Supply of Electricity to Small Use Customers 2022.
- **Obligation 124** - A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.
- **Obligation 125** - A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.
- **Obligation 132** - A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 10(1).
- **Obligation 220** - 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.
- **Obligation 271D** - The retailer must publish on its website the information detailed in subclause 68(1).
- **Obligation 280** - At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 or under any other written law, including the amount of the payment and the eligibility criteria for the payment.
- **Obligation 298** - Each retailer and distributor must develop, maintain and implement a standard complaint and dispute resolution procedure.
- **Obligation 307A** - A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers.
- **Obligation 307C** - The training required under subclause 91(2)(a) must satisfy at least one of the requirements detailed in subclause 91(3).
- **Obligation 307E** - A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is

developing its family violence policy or reviewing its family violence policy because of a direction of the ERA under subclause 91(5).

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

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

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

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

3.3 Obligations Not Applicable

As per the Audit Plan, the following obligations were not applicable in this audit period:

- Obligations 257, 297B, 297C, 297D 297I, 297K and 297N - Obligations to customers on life support equipment (Perth Energy has confirmed that they have a small number of sites that have persons who use Life Support Equipment. The customers are all large use customers so they are not covered by the Code of Conduct for the Supply of Electricity to Small-Use Customers. No small-use customers on life support equipment).

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

- Obligations 245 to 271C re Prepayment Meters (No prepayment meters)
- Obligations 275 to 278 re Non-Contestable Customers (No non-contestable customers)

3.4 Audit Controls and Compliance Rating Scale

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

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

3.5 Summary of Audit Ratings of Control and Compliance

The current audit assessment of the ratings for the adequacy of controls and compliance with the 236 applicable legislative obligations is shown below in the summary table and detailed obligations table.

Summary of Audit Ratings of Control and Compliance

Controls rating	Compliance Rating						Total
	Rating	1 Compliant	2 Non-compliant (minor impact)	3 Non-compliant (moderate impact)	4 Non-compliant (major impact)	NR Not rated	
	A -Adequate	111	-	-	-	56	167
	B – Generally adequate	-	3	-	-	-	3
	C - Inadequate	-	-	-	-	-	-
	D – No controls	-	-	-	-	-	-
	NP – Not performed	16	-	-	-	50	66
	Total	127	3	-	-	106	236

Detailed Audit Ratings of Control and Compliance by Obligation

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
Electricity Industry (Customer Transfer) Code 2016													
6	Submission of data request for connection	Clause 3.2(2)	4	✓					✓				
7	Submission of data request electronically	Clause 3.4(1)	4					✓	✓				
8	Withdrawal of request for consumption data	Clause 3.5(3)	4					✓					✓
9	Payment of costs incurred from withdrawal of request	Clause 3.6(2)	4					✓					✓
16	Customer data use for supply of electricity or to initiate transfer	Clause 3.9(1)	4	✓					✓				
17	Aggregation of customers historical consumption data	Clause 3.9(2)	4					✓	✓				
18	Disclosure of customer data	Clause 3.9(3)	4	✓					✓				
19	Copy of consent from customer	Clause 3.9(4)	4	✓					✓				
23	Customer transfer request for connection point/s	Clause 4.2(2)	4	✓					✓				
24	Reason for transfer specified in the customers transfer request	Clause 4.3	4	✓					✓				
25	Retailer submission of customer transfer request	Clause 4.4(1)	4	✓					✓				
26	Retailer submission of customer transfer request – reverse an erroneous transfer	Clause 4.4(2)	4					✓	✓				
27	Retailer submission of customer transfer request – electronically	Clause 4.5(1)	3		✓					✓			
28	Retailer withdrawal of customer transfer request	Clause 4.6(3)	4	✓									✓
29	Retailer nomination of transfer date with customer transfer request	Clause 4.7	3		✓					✓			
30	Payment of costs for meter – withdrawal of customer transfer request	Clause 4.8(2)	4					✓		✓			
34	Revision of transfer date	Clause 4.9(6)	4					✓					✓
37A	Multiple customers at one supply address – forward notice to all customers	Clause 4.10(4)	4					✓					✓

¹ The number refers to the Obligation reference in the Electricity Compliance Reporting Manual (February 2023).

² Refer Controls and Compliance Rating Scales in Section 3.4.

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant – major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
39	Action if meter is not read on nominated date	Clause 4.11(3)	4					✓	✓				
40	Access contract – amendments	Clause 4.12(3)	4					✓	✓				
43	Transfer for reverse of erroneous transfer	Clause 4.15	4	✓					✓				
44	Retain consent for lodgement of customer transfer request	Clause 4.16	4	✓					✓				
45	Billing for charges after transfer time	Clause 4.17	4	✓					✓				
48A	Written notice and delivery	Clause 6.1	4					✓	✓				
49	Data request or customer transfer request – identify connection point	Clause 6.2	4	✓					✓				
52	Timeframe for notification of contact details	Clause 6.4(1)	4					✓					✓
53	Timeframe for notification of changes in contact details	Clause 6.4(2)	4					✓					✓
54	Electronic communications in accordance with rules	Clause 6.6	4					✓	✓				
55	Timeframe for dispute resolution	Clause 7.1(1)	4					✓					✓
56	Referral of unresolved disputes	Clause 7.1(2)	4					✓					✓
57	Record of resolved disputes	Clause 7.1(3)	4					✓					✓
58	Arbitrator for a dispute	Clause 7.2(4)	4					✓					✓
59	Manner of disputing party	Clause 7.3(2)	4					✓					✓
Electricity Industry (Customer Contracts) Regulations 2005													
79	Format of non-standard contract (NSC)	Regulation 5	4	✓					✓				
80	NSC effect period	Regulation 6	4	✓					✓				
81	NSC retailer information	Regulation 7	4	✓					✓				
82	NSC description of goods and services provided	Regulation 8	4	✓					✓				
83	NSC customer payment for electricity	Regulation 9	4	✓					✓				
84	NSC prohibition on tampering/bypassing	Regulation 10	4	✓					✓				
85	NSC right to disconnect and reconnect supply	Regulation 11	4	✓					✓				
86	NSC security deposits and payment of interest	Regulation 12	4	✓					✓				

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
86A	Benefit change information	Regulation 12	4	✓					✓				
87	NSC retailers' obligations re prices and tariff information	Regulation 13	4	✓					✓				
88	NSC procedure for preparation, issue and review of bills	Regulation 14	4	✓					✓				
89	NSC matters for contract termination	Regulation 15	4	✓					✓				
90	NSC amendment without consent	Regulation 16 and 34	3	✓					✓				
91	NSC rights and obligations	Regulation 17	4	✓					✓				
92	NSC procedure for complaint response	Regulation 18	3	✓					✓				
93	NSC treatment of confidential information	Regulation 19	4	✓					✓				
94	NSC governing legislation	Regulation 20	4	✓					✓				
95	NSC Code of Conduct	Regulation 21	4	✓					✓				
96	NSC cooling off period	Regulation 32	4	✓					✓				
97	NSC termination of contract	Regulation 33(2)	4					✓					✓
98	NSC matters of termination	Regulation 33(3) and (4)	4	✓					✓				
98A	NSC contract expiry	Regulation 34A	3	✓					✓				
98C	NSC security deposit	Regulation 34C	4	✓					✓				
100	Notify customer if supply deemed to be under a standard contract	Regulation 38	4					✓	✓				
Electricity Industry Act 2004													
101	Provide ERA with performance audit	Section 13(1)	4	✓					✓				
105	Payment of licence fees to ERA	ERA (Licencing Funding) Regulations 2014	4	✓					✓				
106	Minimisation of unforeseen effects on electricity supply	Section 31(3)	4	✓					✓				
107	Interest in land or easement	Section 41(6)	4					✓					✓
108	Supply to small use customers	Section 54(1)	3	✓					✓				
109	Compliance with the ERA direction to amend standard contract	Section 54(2)	4	✓					✓				
110	Function of last resort	Section 76	4					✓					✓

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				A	B	C	D	NP	1	2	3	4	NR
111	Supply to small use customers – Ombudsman membership	Section 101	4					✓	✓				
114	Marketing agent complies with the Code of Conduct	Section 11	3	✓									✓
116	Submit standard form contract to ERA	Section 11	4	✓					✓				
117	Comply with ERA directions for standard form contract review	Section 11	4	✓					✓				
118	Amendment of standard form contract	Section 11	4	✓					✓				
119	Maintaining accounting records	Section 11	4	✓					✓				
120	Comply with ERA's performance standards	Section 11	4					✓					✓
121	Comply with ERA's standard audit guidelines	Section 11	4	✓					✓				
123	Notify ERA of external administration or changes in license circumstances	Section 11	4	✓					✓				
124	Providing ERA with any other information	Section 11	3	✓					✓				
125	Timeframe to publish information	Section 11	3	✓					✓				
126	Notices in writing	Section 11	4					✓	✓				
Code of Conduct for the Supply of Electricity to Small-Use Customers 2022													
Marketing													
129A	Marketing agents	Clause 8	4					✓					✓
130	Entering standard form contracts	Clause 9(1)	4	✓					✓				
131	Timeframe to give customers information	Clause 9(2)	4	✓					✓				
132	Entering non-standard contracts	Clause 10(1)	3	✓					✓				
133	Information is provided to customer prior to entering into non-standard contract	Clause 10(2)	4	✓					✓				
133A	Information not required if provided in past 12 months or customer advised how to obtain the information	Clause 10(3)	4	✓					✓				
135	Customer consent	Clause 10(5)	4	✓					✓				
136	Concessions for residential customers	Clause 11(1)	4					✓					✓
137	Customer can contact agent	Clause 11(2)	4	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
138	Retailer or agent to provided customer with information requested	Clause 12(1)	4	✓					✓				
139	Face-to-face meeting – carry identification	Clause 12(2)	4	✓					✓				
140	Comply with any signs at premises that restrict sales representative	Clause 13	4	✓					✓				
Connection													
143	Forward request to distributor	Clause 18(1)	4	✓					✓				
144	Timeframe to forward request to distributor	Clause 18(2)	4	✓					✓				
Billing													
145	Timeframes for Issuing bill	Clause 19(1)	4	✓					✓				
146A	Restrictions on shortened bill cycle including 3 reminders	Clause 20(1)	4	✓									✓
148	Written notice to shorten billing cycle	Clause 22(3)	4	✓									✓
149	Timeframe of shortened billing cycle	Clause 22(4)	4	✓									✓
150	Return customer to billing cycle if 3 consecutive bills paid by the due date.	Clause 22(5)	4	✓									✓
151	Informing customers about shortened billing cycles	Clause 22(6)	4	✓									✓
155A	Information on bills	Clause 21(1)	4	✓					✓				
156	Billing of historical debt	Clause 21(9)	4	✓					✓				
157A	Bill based on meter reading or if NSC, the agreed method	Clause 22(1)	4	✓					✓				
157B	Smoothing arrangement acceptable	Clause 22(2)	4	✓									✓
158	Meter reading	Clause 22(3)	4	✓					✓				
158A	Written record to customer of billing method	Clause 22(4)	4	✓									✓
160	Estimated bill – specify on bill	Clause 23(1)	4	✓					✓				
161	Reason for estimating	Clause 23(2)	4	✓									✓
163	Replacing an estimated bill	Clause 24(2)	4	✓									✓

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				A	B	C	D	NP	1	2	3	4	NR
166	Alternate tariffs	Clause 25(2)	4	✓									✓
166A	Effective date of transfer is meter reading date	Clause 25(3)	4	✓									✓
167	No longer eligible for beneficial tariffs	Clause 26(2)	4	✓									✓
171	Reviewing customer bill	Clause 27(1)	4	✓									✓
172	Reviewing customer bill - satisfied that it is correct	Clause 27(2)(a)	4	✓									✓
173	Reviewing customer bill – adjusting incorrect bill	Clause 27(2)(b)	4	✓									✓
174	Reviewing customer bill – informing the outcome	Clause 27(3)	4	✓									✓
175	Timeframe to inform the outcome of a bill review	Clause 27(4)	4	✓									✓
175A	Customer request for check of energy data or meter test	Clause 28(1)	4					✓	✓				
175B	If data incorrect or meter faulty, refund any meter test charges	Clause 28(3)	4	✓									✓
176	Recovering undercharged amounts	Clause 29(1)	4	✓									✓
177	Overcharged from error, defect or default	Clause 30(1)	4	✓									✓
178	Payment of overcharged amount	Clause 30(2)	4	✓									✓
179	Credit account of overcharged amount	Clause 30(4)	4	✓					✓				
181	Written notice to use overcharged amount for debt owed	Clause 30(6)	4	✓					✓				
181A	Payment of overcharged amount if financial hardship	Clause 30(7)	4	✓									✓
181B	Remaining credit balance	Clause 30(8)	4	✓									✓
183A	Inform customer within 10 business days of any adjustment amount owing	Clause 31(1)	4	✓					✓				
183B	Ask the customer for instructions to transfer credit amount on closure	Clause 31(2)	4	✓					✓				
183C	Transfer any credit within 12 business days	Clause 31(3)	4	✓									✓
183D	May offset credit with any debt owing after notice to customer	Clause 31(4)	4	✓									✓
183E	Credit after account set off	Clause 31(5)	4	✓									✓

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				A	B	C	D	NP	1	2	3	4	NR
184A	Standard form contract – receive bills by post or email	Clause 32(1)	4	✓					✓				
Payment													
187	Payment due date	Clause 33	4	✓					✓				
188	Payment methods	Clause 34(1)	4	✓					✓				
190	Payment in advance	Clause 35(1) to (3)	4	✓									✓
190A	Publish the maximum credit amount on website and not less than \$100.	Clause 35(4) to (6)	4					✓					✓
191A	Redirect bill to different address at request of customer	Clause 36	4					✓	✓				
192	Late payment fee for residential customer	Clause 37(1)	4					✓					✓
193	Refund of late payment fee for residential customer	Clause 37(2)	4					✓					✓
193A	Refund of any additional late payment fee	Clause 37(3)	4					✓					✓
194	Additional late payment fee	Clause 37(4)	4					✓					✓
197	Vacated address	Clause 38(1)	4					✓					✓
198	Evicted/required to vacate supply address	Clause 38(2)	4					✓					✓
199	Previous electricity consumed	Clause 38(4)	4	✓									✓
200	Debt recovery if financial hardship advised	Clause 39(1)	4	✓									✓
201	Debt recovery limited to supply address	Clause 39(2)	4	✓					✓				
201A	Transfer of debt to another customer	Clause 39(3)	4	✓					✓				
Payment Assistance													
202	Assess hardship for residential customer	Clause 40(1)	4	✓									✓
203	Matters to consider	Clause 40(3)	4	✓									✓
204	Advise outcome	Clause 40(4)	4	✓									✓
204A	Assessment if circumstances have changed	Clause 40(5)	4	✓									✓
211	Offer additional time to pay	Clause 41(1)(a)	4	✓									✓
212	Offer payment plan	Clause 41(1)(b)	4	✓									✓
212A	Offer payment plan without request	Clause 41(3)	4	✓									✓
213	Fair and reasonable payment plan	Clause 43(1)	4	✓									✓

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				A	B	C	D	NP	1	2	3	4	NR
213A	Offer ongoing assistance	Clause 43(2)	4	✓									✓
214	Information to be provided with payment plan	Clause 43(5)	4	✓									✓
214A	Review of payment plan	Clause 44(1)	4	✓									✓
214B	Vary payment plan	Clause 44(3)	4	✓									✓
214C	Advise customer of variation	Clause 44(4)	4	✓									✓
214D	Variation of payment plan	Clause 44(5)	4	✓									✓
214E	Agreement of specific variation	Clause 44(6)	4	✓									✓
215	Consider reducing fees, charges or debt	Clause 45(1)	4	✓									✓
216	Consider hardship policy	Clause 45(2)	4	✓									✓
218	Advise information to customer	Clause 45(3)	4	✓									✓
220	Develop and maintain hardship policy	Clause 46(1)	3	✓					✓				
221	Compliance of hardship policy	Clause 46(2)	4	✓					✓				
222	Compliance of hardship policy	Clause 46(3)	4	✓					✓				
223A	Consult with consumer representatives	Clause 46(4)	4					✓					✓
223B	Provide a copy to ERA	Clause 46(5)	4					✓	✓				
225	Consult with consumer representatives	Clause 46(6)	4					✓	✓				
228	Payment arrangement for business customer	Clause 47	4	✓					✓				
Disconnection													
229	Reminder notice prior to disconnection	Clause 48	4		✓					✓			
230	Failure to pay a bill	Clause 49(a)	4	✓					✓				
231	Failure to pay a bill – dual fuel contracts	Clause 50(2)	4					✓					✓
232	Denying access to the meter	Clause 51(2)	4	✓									✓
232A	May disconnect meter if safe access to property not provided	Conduct, clause 51(4)	4	✓									✓
234	Comply with limitations regarding disconnection	Clause 52	4	✓					✓				
Reconnection													
242	Requests for reconnection	Clause 53(2)	4	✓					✓				
243	Timeframe to forward reconnection request	Clause 53(3)	4	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
Information and Communication													
271D	Information to be published on website	Clause 68(1)	3	✓					✓				
271E	Refer customer to website or provide information without charge	Clause 68(3)	4	✓					✓				
271F	If requested, provide a copy of information to customer at no charge	Clause 68(4)	4	✓					✓				
273	Make available information on tariffs, fees and charges	Clause 69	4	✓					✓				
273A	If tariffs, fees or charges are regulated by State Government, give notice no later than the next bill in the customer's billing cycle	Clause 70(1), (2) and (3)	4	✓					✓				
274A	Give notice any variation in tariffs, fees or charges at least 5 business days prior to variation	Clause 70(2)	4	✓					✓				
280	Written details of obligations to make payments	Clause 73	3	✓					✓				
282	Information re distribution of electricity	Clause 74	4	✓					✓				
290	Format of written information	Clause 77	4	✓					✓				
294	Interpreting information for residential customer	Clause 78(1)	4	✓					✓				
295	Information prescribed for residential customers	Clause 78(2)	4	✓					✓				
297	Availability of different types of meters	Clause 79	4					✓					✓
Life Support Scheme													
297H	Periodically confirm information with customer	Clause 85(1)	2	✓					✓				
297J	If no longer required, de-register the customer	Clause 86(2)	2	✓					✓				
297L	Notify distributor of de-registration	Clause 86(6)	2	✓					✓				
Complaints and Dispute Resolution													
298	Internal process for handling complaints and resolving disputes	Clause 87(1)	3	✓					✓				
299	Compliance of complaint handling process	Clause 87(2)	4	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
299A	Complaints procedure to comply with AS/NZS 10002:2014	Clause 87(3)	4	✓					✓				
301	Response timeframe for written complaint	Clause 88	4	✓									✓
301A	Information to be provided about complaint outcome	Clause 89	4	✓									✓
304	Advise customer of appropriate entity for a complaint	Clause 90	4	✓									✓
Protections relating to family violence													
307A	Develop and maintain a family violence policy	Clause 91(1)	3	✓					✓				
307B	Policy details	Clause 91(2)	4	✓					✓				
307C	Training	Clause 91(3)	3	✓					✓				
307D	Review policy if directed by ERA	Clause 91(5)	4	✓					✓				
307E	Consultation in developing policy	Clause 91(6)	3	✓					✓				
307F	No disconnection of residential customer	Clause 92	4	✓									✓
307G	Written evidence not required	Clause 93	4	✓									✓
Service Standard Payments													
308A	Payment if incorrect service reconnection	Clause 94(1)	4					✓					✓
308B	A retailer must pay the customer \$60 for each day that the retailer or the distributor is late, up to a maximum of \$300.	Clause 94(2)	4					✓					✓
310	Compensation for retailer's non-compliance with procedures	Clause 95(1)	4					✓					✓
312	Failure to acknowledge complaint within the timeframe	Clause 96	4					✓					✓
315	Compensation payment for failure to satisfy a service standard.	Clause 100(1)	4					✓					✓
Electricity Industry (Metering) Code 2012													
324	Bi-directional electricity flows	Clause 3.3B	4	✓					✓				
339	Advising operator about an outage or malfunction of a metering installation	Clause 3.11(3)	4	✓					✓				
371	Discrepancy between data in meter and database	Clause 4.4(1)	4					✓					✓

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				A	B	C	D	NP	1	2	3	4	NR
372	Not knowingly permit the registry to be materially inaccurate.	Clause 4.5(1)	4					✓	✓				
373	Notify network operator of any inaccuracy in standing data	Clause 4.5(2)	4					✓					✓
388	Assist network operator to comply with their obligations	Clause 5.4(2)	4					✓					✓
401	Provide energy data to network operator within timeframe	Clause 5.16	4					✓					✓
402	Provide standing data or energy data to customers as required	Clause 5.17(1)	4	✓					✓				
405	Change in the energisation status of a metering point	Clause 5.18	4					✓					✓
406	Act with network operator in accordance with good electricity industry practice	Clause 5.19(1)	4					✓					✓
407	Record prescribed information in relation to the site of each connection point	Clause 5.19(2)	4	✓					✓				
408	Notify network operator of any changes within 1 day	Clause 5.19(3)	4					✓					✓
410	Do not notify network operator if change due to information provided by network operator	Clause 5.19(6)	4					✓					✓
416	Request for meter test or audit only if licensee was the user at the time	Clause 5.21(5)	4					✓	✓				
417	Any request must be consistent with any access arrangement or agreement.	Clause 5.21(6)	4					✓	✓				
435	Provide network operator with customer attribute information that is missing or incorrect within the timeframes.	Clause 5.27	4					✓					✓
448	User with access contract must comply with rules, procedures, agreements.	Clause 6.1(2)	4					✓	✓				
451	Ensure that licensee can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number.	Clause 7.2(1)	4	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
453	Notify contact details to a network operator within 3 business days after the request.	Clause 7.2(4)	4					✓					✓
454	Notify network operator of any change to the contact details at least 3 business days before the change.	Clause 7.2(5)	4					✓					✓
455	Protection of confidential information	Clause 7.5	4	✓					✓				
456	Comply with any disclosure required by the Code.	Clause 7.6(1)	4	✓					✓				
457	Aim to resolve any dispute with Code Participants within 5 business days.	Clause 8.1(1)	4					✓					✓
458	If a dispute is not resolved within 10 business days, refer dispute to senior management to meet and resolve	Clause 8.1(2)	4					✓					✓
459	If the dispute is not resolved within a further 10 business days, refer to senior executive officer of each party to meet and resolve.	Clause 8.1(3)	4					✓					✓
460	If resolved, prepare a written and signed record of the resolution and adhere to the resolution.	Clause 8.1(4)	4					✓					✓
461	Proper conduct of disputing parties	Clause 8.3(2)	4					✓					✓

3.6 Status of Previous Audit Recommendations

The recommendations to address the non-compliances noted in the previous Audit Report (September 2023) have been implemented as shown below.

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
A. Resolved before end of previous audit period						
N/A						
B. Resolved during current audit period						
1/2023	27	C/NR	Customer Transfers <i>A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.</i> The Licensee lacks a verifiable process to evaluate compliance with the prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed. Whilst verification of increase to CTR limits was not provided, the CTR reports generated from Gentrack indicated that increases were required:	<u>Status: Completed</u> Perth Energy's Risk & Compliance team has compiled a training pack that identifies the key considerations for a Retailer under Parts 3 and 4 of the Customer Transfer Code. Training was conducted with the Customer Operations Team on 17 July 2024, and a reminder set in internal calendars for annual refresher training. The training will also be conducted for new starters in this team. From July 2024, the CTR tracking tool has a prompt in place from where transfers are	July 2024	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			I. more than 20 CTRs in a business day on 16 separate occasions II. more than 20 CTRs with the same nominated transfer date on 15 separate occasions. <i>Due to the undetermined cause of anomalies noted and the requirement for both the control procedures and the control environment to be significantly improved, the Licensee should undertake a comprehensive review of its current processes related to Customer Transfer Requests (CTRs) and compliance reporting. This entails a multifaceted approach aimed at ensuring accuracy, transparency, and adherence to regulatory obligations as defined by its Electricity Retail Licence. Specifically, the Licensee is advised to:</i> a) <i>Conduct a review of the CTR processes as defined by the relevant procedures of the Western Power Build Pack.</i> b) <i>Improve control procedures and control environment particularly with respect to the implementation of robust mechanisms for monitoring compliance and promptly identifying and addressing any instances of non-compliance.</i> c) <i>Improve Data Management practices to reflect accurate and relevant information (i.e. Determine if Gentrack can be revised to generate the report required.)</i> d) <i>Ensure the roles and responsibilities for compliance with the requirements are clearly understood by all responsible persons.</i>	entered which warns that the number of transfers is in excess of 20. This prompt pops up prior to the CTR being sent and the tool allows for a manual override by the user, with reason being inputted that Western Power (WP) had opened the portal to allow for more transfers. Since this tool was adopted, the only CTRs that have been rejected due to there being >20 per day were the fault of WP (as explained below in the Annual Compliance Report 2024/25). Further to this, an internal control process has been put in place to add an additional day when requesting a CTR to Western Power to allow extra time, in case technology issues create delays in sending the CTRs. <i>Confirmed in this audit.</i>		

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
2/2023	29	C/NR	Customer Transfer Date <i>A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.</i> The Licensee lacks a verifiable process to evaluate compliance with the specified timeframes in the nomination of a transfer date. The CTR reports generated from Gentrack do not allow for the identification of rejected CTRs, however, a record in the TransNack from Gentrack indicated that a CTR rejection occurred during the audit period. This was the only example of CTR TransNack provided and was not a routine practice for the licensee in evaluating compliance. Assessment of compliance could not be determined from the information provided. It was noted that a review of all CTRs during the audit period indicated there were several deviations from the specified timeframes where CTRs were showed a CANCELLED" status in Gentrack but the reason for the transfer status was not determinable i.e. if was rejected. It was also apparent that these deviations occurred in 2021/2022 when the person responsible was on a leave of absence. As such, control processes to determine compliance with this requirement were considered to be inadequate. <i>The Licensee should review the WP Web Portal CTR records against the Gentrack system (or other appropriate means) to determine if transfers were rejected because they were not undertaken within the specified timeframes., With "cancelled" transfers the licensee should establish processes to ensure "cancelled" transfer codes and explanations are identified as required, as specified in Western Power Build Pack - Customer Transfer and Standing Data Procedure: November 2019.</i>	<u>Status: Completed</u> Refer recommendation 1/2023 above.	July 2024	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			Additionally, the <i>Electricity Compliance Reporting Manual</i> specifies the obligation as a Type 2 reportable compliance requirement. This mandates the identification of Type 2 licence conditions that have been breached and as specified in the <i>Audit Guidelines</i> (section 1.5.1) included the requirement that compliance be thoroughly assessed for integrity of data and reported to the ERA by 31 August each year Additionally, internally developed processes used by the Licensee to assist with the workflow in relation to CTRs were at risk of unintentional data overrides or modifications. As such, to ensure data integrity of compliance reporting and of internal data used to control compliance with CTR it is recommended the Licensee: a) review the CTRs undertaken with Gentrack and determine whether there is a report that can specify any "rejected" CTRs* that may have been submitted by Perth Energy as the incoming retailer outside the specified timeframes. Alternatively, liaison with Western Power in relation to obtaining the data from the Web Portal is recommended. b) strengthen control processes and revise relevant Control Procedure to ensure nominated transfer dates comply with legislative requirements. c) explore data management systems that safeguard against such vulnerabilities in relation to the multi accessible Excel spreadsheets (i.e., Business Support Tracking Spreadsheets) key control processes.			

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
03/2023 04/2023 05/2023	82	B2	Non-Standard Contract <i>A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract. The versions of the non-standard contract reviewed during the audit period referred to other goods and services but did not specifically list them or give an exact description of the goods and services in the contract.</i> A similar observation was made by the ERA during the review process of standard form contract. Application of corrective actions to similar areas of concern was not evident. Perth Energy should revise the Non-Standard Contract (NSC) to explicitly reference any additional goods (other than the supply of electricity) and services referenced throughout the NSC.	<u>Status: Closed</u> In attempting to address the auditor's recommendations, PE instructed an external legal firm to make the required wording changes. However, upon review that same firm provided legal advice that PE is in fact compliant with this obligation. Consequently, PE is taking no further action regarding this finding. <i>This audit confirmed this outcome.</i>	August 2024	Nil
	87	C2	<i>A non-standard contract must describe the prices payable and the circumstances in which the prices are payable, plus the way the retailer publishes and gives notice of variations to its prices information.</i> The Licensee's NSC described the prices payable by the customer under the contract and the circumstances in which those prices were payable. However, the requirements in relation to the Electricity Industry (Customer Contracts) Amendment Regulations 2022 were not evident. Specifically, the NSC did not specify 13(2)(a)(b).			
	89	B2	<i>A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.</i>			

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			The Licensee's NSC Terms & Conditions version SA.001.0520 (which was applicable for approximately 2/3 of the audit period) did not describe the matters relating to the termination of the contract that are specified in the regulation. Specifically in relation to subclauses 15(2)(c),(ca), 3(b),(c) and 4. Additionally, the control processes were inadequate as there was an absence of internal monitoring to determine compliance and a well-established and implemented document control system. It was noted subsequent versions of the NSC were compliant. <i>The Licensee should review the Non-Standard Contract, comprised of the Perth Energy Electricity Supply Agreement and the Schedule to Electricity Supply Agreement: Standard Terms & Conditions to ensure they comply with the Electricity Industry (Customer Contracts) Regulations 2005 and the Electricity Industry (Customer Contracts) Amendment Regulations 2022.</i>			
6/2023	90	C3	Non-Standard Contract Amendments <i>A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent and describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the customer of any amendment to the contract.</i> During the audit period 1 January 2023 to 30 June 2023, the non-standard contract informed customers that the non-standard contract provisions may change from time to time without their consent but did not specifically reference that the	<u>Status: Completed</u> PE amended its template NSC to include the new requirement under 16(1A) in Q4 2023. All new NSC entered since this revision meet the requirements of 16(1A). PE has also engaged a legal firm to draft a communication to all Small Use Customers who are on older versions of NSC, to inform them of all the 2023 legislative changes and the subsequent changes to their terms and conditions.	December 2023	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			amendments were to ensure that the contract remained consistent with written law. Although, the non-standard contract did note that the Perth Energy would notify the customer of any changes to the Agreement and that if the customer did not agree with the amendments, the customer had options in relation to the Agreement in accordance with the termination clause of T&Cs, there was no customer notification of amendments to non-standard contracts. Additionally, the control processes were inadequate as there was an absence of internal monitoring and a well-established and implemented document control system. <i>Review the process for amending the non-standard contract and update the clause in relation to "amendment of this agreement" to reflect the requirements of the Code of Conduct 2022.</i>	This communication has been sent to all active Small Use Customers on older versions of PE's NSC, making them compliant with current legislation. <i>Confirmed in this audit.</i>		
07/2023	92	B2	Non-Standard Contract - Complaints <i>A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.</i> The NSC stated that the information for complaints process was located on the Perth Energy's website and detailed the customers right to have their complaint considered by the Electricity Industry Ombudsman. However, the Perth Energy website link for the Complaint Handling Procedure referenced in the T&Cs was not functional (refer https://www.perthenergy.com.au/help/complaints).	<u>Status: Completed</u> The functionality of this specific website link does now work. Note though that the actual Complaint Handling Procedure was always available on the website, it is the link to it from the NSC that wasn't functional. In terms of improving controls, regular monitoring of the website and regulatory links to the website will form part of the position description for the new Risk and	August 2024	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			This link was located under the Regulatory information section AGL Perth Energy Complaints Handling.	Compliance Advisor role PE is recruiting for. <i>This audit confirmed the link is working and the Risk and Compliance Advisor has been recruited.</i>		
8/2023	98A	C3	Non-Standard Contract – Expiry Options <i>A non-standard fixed term contract must detail the contract expiry date, customer options available for supply following expiry, the terms and conditions that apply after expiry and the way the retailer will provide the notification in the manner specified.</i> A review of the T&Cs indicated that with respect to information relating to the expiry of a fixed term contract, the Licensee's Terms & Conditions (NSC) did not meet the requirements with respect to: a) 34(A)(1)(a) which required the Licensee to notify the customer of the day on which the contract was due to expire. The terminology used indicated that Perth Energy "may" notify (refer Clause 22(a)) and as such did not expressly require them to notify the customer. b) 34(A)(2) which stated that the notification in relation to expiry date of the contract be given not more than 40 business days and not less than 20 business days before the day on which the contract was due to expire. There was no specific timeframe detailed within the T&Cs relating to notification in relation to expiry date. A sample review of small use customer non-standard contracts indicated at least one customer was not advised in accordance	<u>Status: Completed</u> NSC version ESA.002.072023 (July 2023) included revised wording to fully meet Regulation 34(A). When entering into a NSC, all customers also sign a Commercial Terms Document. This document includes Compliance with the commercially negotiated items which includes the contract expiry date. With respect to informing customers of their contractual options at expiry, since Dec 2023, PE now automatically sends customers a written communication (within the required timeframes) using the Gentrack billing system. This replaces a list of expiring customers that was provided to the Retail team to act on. PE notes there is a distinction between the requirements for the notification wording in a NSC and the actual notification itself.	July 2023	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			with Clause 34(A)(2) (refer details obligation 132). As such, the control processes were inadequate as there was an absence of internal monitoring and a well-established and implemented document control system. <i>Refer Recommendation 04/2023 as related to obligation 87.</i>	<i>This audit confirmed the revised Non-Standard Contract has been implemented.</i>		
9/2023	108	C3	Customer Contracts <i>A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a Non-Standard Contract that complies with the Act.</i> Due to significant amendments to legislation such as the <i>Electricity Industry (Customer Contracts) Regulations</i> and the <i>Code of Conduct for the Supply of Electricity to Small Use Customers</i>, the requirement that the contracts conformed to the provisions of this Act could not be confirmed (for example, refer obligations 82, 86). The Licensee's control processes were inadequate in relation to document control, internal monitoring and timely amendment due to legislative changes. Although an external third party was used to ensure contract compliance the approved version of the non-standard contract was approved outside of the audit period.	Revisions to PE's template Small Use NSC wording were effective from July 2023 and then Oct. 2023 that address the legislative and Code of Conduct changes respectively. PE has also engaged a legal firm to draft a communication to all Small Use Customers who are on older versions of NSC, to inform them of all the 2023 legislative changes and the subsequent changes to their terms and conditions. This communication has been sent to all active Small Use Customers on older versions of PE's NSC, making them compliant with current legislation. <i>This audit confirmed the revised Non-Standard Contract has been implemented.</i>	July 2023	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
10/2023	114	C/NR	Sales and Marketing <i>A licensee must ensure that an electricity marketing agent of the licensee complies with the Code of Conduct for the Supply of Electricity to Small Use Customers 2022.</i> Records confirming the Licensee's employees who undertook sales and marketing activities on behalf of the retailer were trained to ensure they were of their obligations under the Code of Conduct were not provided for review. Additionally, a review of the training programs for sales and marketing personnel were outdated and had not been reviewed during the audit period or since the 2022 Code of Conduct came into effect 20 February 2022. Rating of compliance with the obligation was not undertaken as there is some ambiguity in relation to the definition of electricity marketing agents in the Code of Conduct and their application to the retailer's employees. The ERA advised this would be reviewed during the next scheduled Code of Conduct review. However, the Licensee's control processes were inadequate in relation to training materials, training required, training records, document control, internal monitoring and amendment due to legislative changes. <i>Review the training material related to sales and marketing functions and update to ensure compliance with the Code of Conduct for the Supply of Electricity to Small Use Customers 2022.</i>	<u>Status: Closed</u> PE has developed a Code of Conduct training package that incorporates key requirements from the code changes from previous versions. Implementation of this recommendation is predicated on the definition of Electricity Marketing Agent including a retailer's employees. <i>This audit confirmed that Perth Energy does not engage external electricity marketing agents, so this obligation is not applicable.</i>	June 2024	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
11/2023 12/2023	124	C2	Provide Information to ERA <i>A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.</i> The Licensee was required to provide the following information to the ERA during the audit period: • Annual Compliance Report by 31 August. • Standing Charges Data by 30 September annually • Electricity Retail Licence Performance Reporting Datasheets by 30 September annually. The control processes for the reporting of these compliance requirements were inadequate, especially internal audit practices, did not sufficiently ensure timely and accurate reporting by the Licensee to ERA. Evidence of timely reporting by the Licensee to the ERA was not able to be provided in all circumstances. Compliance seemed to depend on individual knowledge rather than being part of standard business processes.	<u>Status: Completed</u> A centralised email box for all compliance activities has been established. This will ensure that PE's compliance related information is kept centrally, rather than on individual email locations. PE has recruited an additional resource to specifically manage its Risk and Compliance obligations. A key part of this role is to manage PE's licence reporting obligations. <i>This audit confirmed the central email and the Risk and Compliance Advisor has been recruited.</i>	August 2024	Nil
	125	C2	<i>A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.</i> The licensee failed to publish some information as directed by the ERA to publish, within the timeframes specified. For example, the Electricity Retail Licence Performance Reporting Datasheets for the reporting years 2020-2022. The 2021/22 Electricity Retail Annual Performance Data was not published within 7 days of receiving the notification from the ERA. The non-compliance was noted in an email from the ERA to Perth Energy. Confirmation as to whether the 2020 and 2021			

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			Electricity Retail Licence Performance Reporting Datasheets were published within the 7 day timeframe was not able to be provided by the Licensee. Additionally, the control environment was not robust enough to ensure compliance in the extended absence of key personnel. <i>It is recommended in order to ensure clarity in compliance requirements and their integration into daily operations that the Licensee:</i> a) <i>Develop a process and/or procedure for publishing compliance-related information on their website or to the customer within the required time-frame.</i> b) <i>Streamline compliance documentation and processes, ensuring proper document control is applied.</i> c) <i>Revise the compliance processes and procedures to act as an internal audit mechanism, ensuring compliance, records management, internal identification of issues as well as accurate and consistent annual reporting to the ERA.</i>			
13/2023	132	B2	Non-Standard Contracts - Verifiable Consent <i>A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 10(1).</i> A non-compliance was noted on 10 November 22, when Perth Energy failed to send a renewal notice to the customer within the required timeframe (i.e., 40 business prior to contract expiry). As such, verifiable consent was obtained	<u>Status: Completed</u> PE has developed an internal Code of Conduct training package that incorporates key requirements from the Code like 10(1). For all non-standard contracts, verifiable consent to enter such a contract is	August 2024	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			retrospectively. It was noted the customer was made aware of the issue and was compensated as required to ensure they were not charged at a higher rate unnecessarily. It was understood that for the 2021/2022 reporting period, compliance responsibility was temporarily assigned to an alternate individual and the compliance requirement was overlooked. The Licensee control environment was not robust enough to ensure compliance in their absence. <i>Refer recommendation 11/2023 as related to obligation 124 above.</i>	obtained via a customer signing an Application Form that states all the commercial terms agreed with them, along with all Terms and Conditions. PE then counter signs, returns the contract to the customer and stores it within its CRM system. <i>This audit confirmed that verifiable consent is obtained for Non-Standard Contracts.</i>		
14/2023 15/2023	133	C2	Contract Information to Residential Customers <i>A retailer or electricity marketing agent must ensure that the information specified in subclause 10(2) is provided to the customer before entering into a non-standard contract.</i> The finding relates to providing concession information to PE's residential customers prior to renewing their current fixed term contracts during the early part half of the audit period.	<u>Status: Completed</u> The specific information has been included in PE's Small Use NSC since March 2022, making PE compliant since that time. A customer returning a signed NSC therefore makes PE compliant.	March 2022	Nil
	135	C2	<i>Subject to subclause 10(4), a retailer or electricity must obtain the customer's verifiable confirmation that the specified information in subclause 10(2), as applicable, has been provided marketing agent.</i> This finding relates to obtaining verifiable confirmation when providing concession information to PE's residential customers.	PE has decided it will cease selling electricity to contestable residential customers and therefore will have no such customers once these current contracts expire. <i>Confirmed in this audit.</i>		

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
16/2023	220	B2	Financial Hardship Policy <i>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.</i> The Licensee has developed and implemented a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer. Perth Energy's Hardship Policy was available on the Licensee's and the ERA's website. However, the Licensee has not maintained (i.e. kept in effect once it has been developed and implemented, including consideration of legislative and other amendments) the hardship policy during the audit period. It was noted the policy has not been reviewed since publication on the ERA website on 4/9/2018 and has not been reviewed since the <i>Code of Conduct 2022</i> came into effect in 20 February 2023. It was noted that some information in relation to concessions was outdated.	<u>Status: Completed</u> Since PE still has (a very small number of) residential customers a review of the existing Hardship Policy was undertaken. The review covered the 2023 legislative and Code of Conduct. The Hardship Policy was reviewed and updated in May 2024. Perth Energy has ceased selling electricity to contestable residential customers. There were no residential customers from 2024 <i>Confirmed in this audit.</i>	May 2024	Nil
17/2023 18/2023 19/2023	236 240 241	B2 C2 C2	Life Support Equipment These obligations have been removed from the Code of Conduct 2023.	Not Applicable.	-	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
20/2023	271D	B2	Information on Website <i>The retailer must publish on its website the information detailed in subclause 68(1).</i> A review of the Licensee's documentation and website confirmed that for the audit period 20 February 2023 to 30 June 2023 the Licensee did not comply with publishing on its website the following mandated subclauses of the 2022 Code of Conduct Clause 68(1)(a)(ii),(d),l and (g). <i>Refer recommendation 11/2023 as related to obligation 124.</i>	<u>Status: Completed</u> The text on PE's website relating to concessions has been reviewed and amended for accuracy. <i>Confirmed in this audit.</i>	June 2024	Nil
21/2023	280	C3	Service Standard Payments <i>At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 or under any other written law, including the amount of the payment and the eligibility criteria for the payment.</i> Compliance with service standard payments notification has not been achieved by the Licensee for the previous 2 audit periods. Non- compliance was again noted in the current audit period. The corrective action taken previously has not triggered action in the absence of key personnel as it was not embedded into the process and there was no internal monitoring established. <i>The Salesforce CRM has the capability of automatically sending reminders. Creating a profile for the Electricity Retail Licence or the ERA as a customer would enable compliance tasks to be scheduled against the profile and ensure action was prompted, for example such as those specified in the Compliance Assurance Plan 2023.</i>	<u>Status: Completed</u> The internal PE Billing System sends the communication to customers regarding the Service Standard Payments each year. This commenced in September 2024. This annual requirement is part of PE's diary of events/obligations and a reminder set in Outlook. <i>Confirmed in this audit.</i>	August 2024	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
22/2023	297B	C/NR	Life Support Equipment All PE's current customers that have Life Support Equipment (LSE) are Large Use customers and not covered by obligations in the Code. These obligations are no longer applicable to Perth Energy.	<u>Status: Completed</u> No further action required. <i>Confirmed in this audit.</i>	August 2024	Nil
23/2023	297C	C/NR				
24/2023	297D	C/NR				
25/2023	297I	C/NR				
26/2023	297K	C/NR				
27/2023	297N	C/NR				
28/2023	298	B2	Complaints Procedure <i>Each retailer and distributor must develop, maintain and implement a standard complaint and dispute resolution procedure.</i> During the audit period, the Licensee's had developed and implemented a Complaints Handling Procedure but has not maintained (i.e. kept in effect once it has been developed and implemented, including consideration of legislative and other amendments) the procedure. The procedure was last reviewed 26 March 2018 (i.e. following the review of the 2018 Code of Conduct). <i>Refer recommendation 11/2023 as related to obligation 124.</i>	<u>Status: Completed</u> PE's Complaints Handling Procedure has been reviewed and only minor amendments have been made. One change of note is the addition of a document control page. <i>Confirmed in this audit.</i>	June 2024	Nil
29/2023	307	C2	ERA Requests to Publish Information <i>The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if:</i> <i>copies are available to the public without cost, in places where the retailer or distributor do business with the public; and</i>	<u>Status: Completed</u> A centralised email box for all compliance activities has been established. This will ensure that PE's compliance related information is kept centrally, rather than on individual email locations.	August 2024	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			a copy is posted on the retailer or distributor's website. During the Audit Period the Licensee was required to publish the Electricity Retail Licence Performance Reporting Datasheets for the reporting years 2020-2022. The 2021/22 Electricity Retail Annual Performance Data was not published within 7 days of receiving the notification from the ERA. Confirmation as to whether the 2020 and 2021 Electricity Retail Licence Performance Reporting Datasheets were published within the 7 day timeframe was not able to be provided by the Licensee. Additionally, the control environment was not robust enough to ensure compliance in the extended absence of key personnel. Refer recommendation 11/2023 as related to obligation 124.	PE has recruited an additional resource to specifically manage its Risk and Compliance obligations. A key part of this role is to manage PE's licence reporting obligations. <i>This audit confirmed the central email and the Risk and Compliance Advisor has been recruited.</i>		
30/2023 31/2023 32/2023	307A 307C 307E	C/NR C/NR C/NR	Family Violence Policy <i>A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers.</i> <i>The training required under subclause 91(2)(a) must satisfy at least one of the requirements detailed in subclause 91(3).</i> <i>A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is developing its family violence policy or reviewing its family violence policy because of a direction of the ERA under subclause 91(5).</i> In the audit period from 1/2/2023 to 30/6/23 the Licensee was required to develop a "Perth Energy Family Domestic Violence	<u>Status: Completed</u> PE has had its Family Violence Policy reviewed by a peak industry body Safe+Equal. PE understands (from discussions had with the ERA) that its obligations relating to Family Violence policy are a requirement due to having residential customers. Several key individuals have undertaken AGL's corporate Family Violence training.	August 2024	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			Policy". A copy of the policy was provided for review. As the Perth Energy Family Domestic Violence Policy was undated it was unclear as to when the policy was developed. Evidence of the compliance with the development, maintenance and implementation requirements were not able to be provided (i.e. 91(3) (a) or (b). The Family Domestic Violence Policy was not available on Perth Energy's Website at the link provided within the Policy and as such not implemented as required. Further a process to ensure the policy is maintained was not evident (i.e. kept in effect once it has been developed and implemented, including consideration of legislative and other amendments). As such there were inadequate controls established and significant improvement was required to ensure ongoing compliance. <i>In order to ensure compliance with the requirements of the 2022 Code of Conduct Part 13 – Protections relating to family violence, the Licensee should;</i> <i>a) Apply document control to Family Domestic Violence Policy to ensure it upholds its integrity, transparency, traceability, and accountability, reflects governance and best practice standards.</i> <i>b) Establish a link to the Family Domestic Violence Policy on its website as stated within the Policy, in the Standard Form Contract published on the ERA Website and as per obligation 271D.</i> <i>c) Review for compliance and appropriateness and revise where necessary any related policies, procedures</i>	Perth Energy has ceased selling electricity to contestable residential customers. There were no residential customers from 2024. <i>Confirmed in this audit.</i>		

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Obligation, Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			and processes, for example Training.Corporate.003 – Retail Customer Privacy, the Privacy Policy, etc. d) Ensure training modules for staff in relation to Family Violence are either developed in conjunction with appropriate consumer representatives or provided by appropriate consumer representatives. e) Ensure training records and requirements for applicable Perth Energy employees are maintained and updated to reflect the requirements. f) Ensure control procedures require Perth Energy to consult with persons or bodies that may reasonably be expected to.			

3.7 Detailed Audit Observations

SUMMARY OF COMPLIANCE OBLIGATIONS	
LEGISLATION	
ELECTRICITY INDUSTRY ACT 2004	Refer Compliance Obligations 101 to 128 as applicable.
REGULATIONS	
ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005	Refer Compliance Obligations 78 to 100 as applicable
CODES	
ELECTRICITY INDUSTRY (CUSTOMER TRANSFER) CODE 2016	Refer Compliance Obligations 1 to 71 as applicable
CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL-USE CUSTOMERS 2022	Refer Compliance Obligations 129 to 316 as applicable
ELECTRICITY INDUSTRY (METERING) CODE 2012	Refer Compliance Obligations 317 to 461 as applicable.

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
Electricity Industry (Customer Transfer) Code 2016							
6	Condition 4.1.1	Code clause 3.2(2)	A retailer must submit a separate data request for each connection point, unless otherwise agreed.	4	All data requests must be made by National Meter Identifier (NMI) or each exit point. There is no alternative when making data requests. This is documented in the <i>Network Access Agreement</i> with the Network Operator, Western Power.	A	1
7	Condition 4.1.1	Code clause 3.4(1)	A retailer must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day, unless otherwise agreed.	4	The electronic Western Power (WP) system is the only system used for data requests. This system limits the number of standing or historical data requests per day to 100, unless allowed or overridden by WP on request. The Manager WA Commercial confirmed that during the audit period, the Licensee confirmed that Perth Energy (PE) electronically submitted data requests via the Gentrack System and adhered to the prescribed limits for daily requests; not more than 100 requests for standing data, and not more than 100 requests for historical consumption data in a business day.	NP	1

³ Number refers to the item reference in the Electricity Compliance Reporting Manual (February 2023)

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

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

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
8	Condition 4.1.1	Code clause 3.5(3)	A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the network operator provides the historical consumption data.	4	Verifiable consent is sought and maintained through the signed contracts. The Manager WA Commercial confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period.	NP	NR
9	Condition 4.1.1	Code clause 3.6(2)	A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a request for historical consumption data that has been subsequently withdrawn.	4	The Manager WA Commercial confirmed during the audit period, that no costs were incurred from withdrawn historical consumption data requests. As a result, they made no payments to Western Power for related work.	NP	NR
16	Condition 4.1.1	Code clause 3.9(1)	A retailer may only use data relating to a contestable customer to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer.	4	The audit confirmed that data relating to a contestable customer is only to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer. The restrictions on the disclosure of customer data are documented in the <i>Privacy Policy</i> and the <i>Customer Privacy and Data Release Procedure</i> . Employees are also bound by confidentiality agreements.	A	1
17	Condition 4.1.1	Code clause 3.9(2)	A retailer must not aggregate a contestable customer's historical consumption data with that of other contestable customers for the purposes of internal business development, if requested not to do so by the customer.	4	The Manager WA Commercial confirmed Perth Energy did not aggregate contestable customer data for internal business development during the audit period.	NP	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
18	Condition 4.1.1	Code clause 3.9(3)	A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.	4	The audit confirmed that data relating to a contestable customer is only to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer. The restrictions on the disclosure of customer data are documented in the <i>Privacy Policy</i> and the <i>Customer Privacy and Data Release Procedure</i> . Employees are also bound by confidentiality agreements. The non-standard contract also includes a link to the Privacy Policy on the website.	A	1
19	Condition 4.1.1	Code Clause 3.9(4)	A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	4	The Manager WA Commercial confirmed that Perth Energy retains copies of all verifiable consent received for at least two years in an electronic format. The retention period of a minimum of two years is documented in the <i>AGL Customer Markets Data Retention Policy (reviewed January 2025)</i> .	A	1
23	Condition 4.1.1	Code Clause 4.2(2)	A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed.	4	The audit confirmed that all customer transfer requests must be made via Gentrack by NMI (or each exit point) and there is no alternative when using Gentrack. The procedure is documented in the <i>New Gentrack Account & Electricity Customer Transfer procedure</i> .	A	1
24	Condition 4.1.1	Code Clause 4.3	A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer that submitted the customer transfer	4	All customer transfer requests must be made via Gentrack and are governed by the requirements of the system. The reason for transfer is a required data field.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			request or to reverse an erroneous transfer.		The procedure is documented in the <i>New Gentrack Account & Electricity Customer Transfer procedure</i> .		
25	Condition 4.1.1	Code Clause 4.4(1)	A retailer may only submit a customer transfer request if it has an access contract for the network unless it is to reverse an erroneous transfer.	4	Perth Energy has a valid Network Access Agreement with Western Power.	A	1
26	Condition 4.1.1	Code Clause 4.4(2)	A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	4	The Manager WA Commercial confirmed that some erroneous transfer reversals were requested during the audit period where Perth Energy submitted CTRs to reverse erroneous transfers. Perth Energy verified the errors and instigated necessary corrective actions as needed.	NP	1
27	Condition 4.1.1	Code Clause 4.5(1)	A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.	3	The 2023/24 Compliance Report to ERA reported 8 instances of Customer Transfer Requests (CTRs) being rejected due to these exceeding the maximum number of 20 requests for connection points in a business day. It is noted that these errors appear to be the result of human/administrative and technological error when submitting the requests. Either the manual input of the requests has resulted in incorrect dates being selected, or technological delay in sending the requests to the Network Operator has caused delays in receipt. From July 2024, the CTR tracking tool has a prompt in place from where transfers are entered which warns that the number of transfers is in excess of 20. This prompt pops up prior to the CTR being sent	B	2

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					and the tool allows for a manual override by the user, with reason being inputted that Western Power (WP) had opened the portal to allow for more transfers. Since this tool was adopted, the only CTRs that have been rejected due to there being >20 per day were the fault of WP (as explained below in the Annual Compliance Report 2024/25). The 2024/25 Compliance Report reported 22 CTRs which were rejected. On 4 June 2025, PE contacted the Network Operator ('WP') to request that the capacity of the portal be increased temporarily, as 22 CTRs were required to be submitted for the nominated transfer date of 1 July 2025. On the same day, WP advised Perth Energy by email that the portal had been opened (portal limit increased) to allow for these transfers. The transfers were submitted; however, were rejected by WP. Perth Energy subsequently contacted WP to clarify the rejections. WP provided advice by email that the portal had neglected to be opened, despite previous advice, and WP accepted responsibility for this error. The portal was opened, transfers re-submitted by Perth Energy and all were subsequently accepted.' As this issue has been resolved in the audit period, no further recommendation is made. The procedure is documented in the New Gentrack Account & Electricity Customer Transfer		

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					procedure, including the maximum of 20 CTR per business day.		
28	Condition 4.1.1	Code Clause 4.6(3)	A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	4	Verifiable consent is sought and maintained through non-standard contracts. These are checked prior to any Customer Transfer Requests being lodged with Western Power. The Manager WA Commercial confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period. The requirement for verifiable consent is stated in the <i>New Gentrack Account & Electricity Customer Transfer procedure</i> .	A	1
29	Condition 4.1.1	Code Clause 4.7	A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	3	The timeframes set by Western Power for Customer Transfer Requests (CTR) are as follows: For metropolitan areas: - At least 8 business days after submitting the CTR if a meter read, or change was required. - At least 3 business days after submitting the CTR otherwise. For non-metropolitan areas: - At least 15 business days after submitting the CTR if a meter read, or change was required. - At least 5 business days after submitting the CTR otherwise. In all cases, the nominated transfer date must not exceed 50 business days after the CTR submission. The 2023/24 Compliance Report to ERA reported 7 occasions where requests sent to Western Power	B	2

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					(WP) were rejected due to the nominated transfer not being in accordance with specified timeframes of not being less than 3 business days or more than 50 business days. PE has reviewed the internal process for CTRs to ensure that an additional business day is added to all requests sent to the Network Operator, to allow additional time in the event of similar technological delays. The 2024/25 Compliance Report reported there were 3 occasions where requests sent were rejected by the Network Operator due to the nominated transfer date not being in accordance with specified timeframes. The 3 rejections were due to an error on the WP portal, incorrect number of days for a connection due to input error of metropolitan area rather than regional area and due to a lag or drop-out in either PE's or the NO's internet service. In all cases, the rejections were followed-up and re-submitted. As this issue has been resolved in the audit period by PE adding an additional business day to all requests to the Network Operator and the process checklist, no further recommendation is made. The procedure is stated in the <i>New Gentrack Account & Electricity Customer Transfer procedure</i>.		

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30	Condition 4.1.1	Code Clause 4.8(2)	A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	4	The Manager WA Commercial confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period.	NP	1
34	Condition 4.1.1	Code Clause 4.9(6)	A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	4	The Manager WA Commercial confirmed that there were no revised transfer dates in the audit period.	NP	NR
37A	Condition 4.1.1	Code Clause 4.10(4)	Electricity Industry Customer Transfer Code, clause 4.10(4) If a current retailer receives a notice under clause 4.10(1)(a) or 4.10(2)(c) in circumstances where clause 4.12(1)(a)(ii) applies, then the current retailer must promptly	4	As per obligation 34.	NP	NR
39	Condition 4.1.1	Code Clause 4.11(3)	A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	4	The Manager WA Commercial confirmed that all meters were read on the nominated transfer date during the audit period. There is also a calendar reminder set for the next day to check that the meter has been read on the due date.	NP	1
40	Condition 4.1.1	Code Clause 4.12(3)	The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	4	The Risk & Compliance Advisor confirmed that there have been amendments to the Network Access Agreement with Western Power in the audit period and these have been negotiated in good faith. The audit sighted the amendments.	NP	1

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43	Condition 4.1.1	Code Clause 4.15	In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and, if applicable, AEMO) must act in good faith to ensure that the affected contestable customer has the same rights and obligations as if the erroneous transfer had not occurred.	4	As these situations arise, Perth Energy aims to minimise any impact on customers. A review of the Customer Complaints Registers over the audit period from July 2023 to June 2025 found no evidence of any complaints about erroneous transfers. The complaints procedure is documented in the <i>Perth Energy Complaint Handling Procedure</i> .	A	1
44	Condition 4.1.1	Code Clause 4.16	A verifiable consent given by a contestable customer in relation to the lodgment of a customer transfer request must be retained by the incoming retailer for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	4	The Manager WA Commercial confirmed they retain copies of all verifiable consents for at least two years. This was verified by sighting consents in contracts older than 2 years. This is documented in the <i>Customer Privacy and Data Release procedure</i> .	A	1
45	Condition 4.1.1	Code Clause 4.17	A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	4	Billing ceases once meter reads from Western Power stop being received by Perth Energy, which occurs as soon as a Customer Transfer Request is processed. The procedure is documented in the <i>Billing Finalisation - Electricity procedure</i> .	A	1
48A	Condition 4.1.1	Code Clause 6.1	All notices must be in writing and delivered as described in subclauses 6.1(a)-(c).	4	All notices are provided from Perth Energy to Western Power electronically.	NP	1

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49	Condition 4.1.1	Code Clause 6.2	A licensee's notice in relation to a data request or customer transfer request must identify the connection point to which it relates.	4	All customer transfer or data requests must be made via Gentrack by NMI (or each exit point) - there is no alternative when using Gentrack. This is documented in the <i>New Gentrack Account & Electricity Customer Transfer procedure</i> .	A	1
52	Condition 4.1.1	Code Clause 6.4(1)	A retailer must notify its contact details to a network operator within three business days of a request.	4	There were no requests made by Western Power for Perth Energy's contact details. Western Power has all contact details required.	NP	NR
53	Condition 4.1.1	Code Clause 6.4(2)	A retailer must notify the network operator of any change in its contact details at least three business days before the change takes effect.	4	There were no changes to Perth Energy's contact details over the audit period.	NP	NR
54	Condition 4.1.1	Code Clause 6.6	A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with the communication rules.	4	Perth Energy only use Gentrack for all customer based requests that require electronic communication. Gentrack complies with the protocols required by the Code, including automated response messaging and availability.	NP	1
55	Condition 4.1.1	Code Clause 7.1(1)	For a dispute in respect of a matter under, or in connection with, the Electricity Industry Customer Transfer Code, the disputing parties must meet, within five business days of a request by one of those parties, and attempt to resolve the dispute through negotiations that are conducted in good faith.	4	The Manager WA Commercial confirmed there were no disputes relating to the Code during the audit period. A review of the Customer Complaints Registers over the audit period from July 2023 to June 2025 found no evidence of any disputes relating to the Code.	NP	NR

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56	Condition 4.1.1	Code Clause 7.1(2)	If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute through negotiations that are conducted in good faith.	4	As per obligation 55.	NP	NR
57	Condition 4.1.1	Code Clause 7.1(3)	If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	As per obligation 55.	NP	NR
58	Condition 4.1.1	Code Clause 7.2(4)	A disputing party that refers a dispute to the arbitrator must provide the arbitrator with prescribed details of the nature of the dispute.	4	As per obligation 55.	NP	NR
59	Condition 4.1.1	Code Clause 7.3(2)	A disputing party must, at all times, conduct itself in a manner that is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	4	As per obligation 55.	NP	NR

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Electricity Industry (Customer Contracts) Regulations 2005							
79	Condition 4.1.1	Regulation 5	A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language.	4	The non-standard contract comprises an Electricity Supply Agreement – Non-Standard and AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) that comply with the requirements. The audit reviewed the non-standard contract and confirmed it is easy to read and expressed in clear, simple and concise language. The audit sighted examples of the contracts in the audit period. The control for all obligations under these Regulations is the <i>Please Execute Contract - Contract & Checklist Check procedure</i> that requires a contract with the customer being the Standard or Non-Standard Contract.	A	1
80	Condition 4.1.1	Regulation 6	A non-standard contract must specify when it comes into effect and the period for which it has effect.	4	The audit confirmed the Electricity Supply Agreement – Non-Standard refers to a Contract Start Date and Contract End Date.	A	1
81	Condition 4.1.1	Regulation 7	A non-standard contract must specify certain information about the retailer.	4	The audit confirmed the Electricity Supply Agreement, together with the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) contain the required information.	A	1

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82	Condition 4.1.1	Regulation 8	A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) describes the supply of electricity service.	A	1
83	Condition 4.1.1	Regulation 9	A non-standard contract must require the customer to pay for electricity supplied under the contract.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) states the electricity charge, including the requirement that customers must pay for electricity supplied.	A	1
84	Condition 4.1.1	Regulation 10	A non-standard contract must prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) prohibits the customer from tampering with or bypassing network equipment or allowing any other person to do so.	A	1
85	Condition 4.1.1	Regulation 11	A non-standard contract must describe the circumstances under which a retailer has the right to disconnect supply and is required to reconnect supply.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) describes the disconnection and reconnection rights and obligations.	A	1
86A	Condition 4.1.1	Regulation 12	If a customer contract provides for a benefit change, the contract must state that the retailer is required to inform the customer, in the time period prescribed, the benefit change, the options for supply available after the date of the benefit change and describe the way in which the retailer must give that information to the customer.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) describes that the retailer is required to inform the customer, in the time period prescribed, the benefit change, the options for supply available after the date of the benefit change.	A	1

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87	Condition 4.1.1	Regulation 13	A non-standard contract must describe the prices payable and the circumstances in which the prices are payable, plus the way the retailer publishes and gives notice of variations to its prices information.	4	The audit confirmed by sighting 3 non-standard contracts that the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) includes the prices payable, circumstances in which the prices are payable and the notice and publication of any variations. Also, on request, Perth Energy will supply reasonable information about its Electricity Prices, including any alternative Electricity Prices that may be available to the Buyer, within 8 Business Days of receiving the Buyer's request."	A	1
88	Condition 4.1.1	Regulation 14	A non-standard contract must describe the procedures to be followed by the retailer in relation to the preparation, issue and review of customer bills.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) describes the invoices and payments, including bill reviews, adjustments and disputes.	A	1
89	Condition 4.1.1	Regulation 15	A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) describes the required matters relating to termination of the contract.	A	1
90	Condition 4.1.1	Regulations 16(1A), 16(2) and 34	A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent where the amendment is required for the contract to remain consistent with a written law. A non-standard contract must describe the process for amending the contract,	3	PE amended its template NSC to include the new requirement under 16(1A) in Q4 2023. All new NSC entered since this revision meet the requirements of 16(1A). PE has also engaged a legal firm to draft a communication to all Small Use Customers who are on older versions of NSC, to inform them of all the 2023 legislative changes and the subsequent changes to their terms and conditions. This	A	1

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			including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the customer of any amendment to the contract.		communication has been sent to all active Small Use Customers on older versions of PE's NSC, making them compliant with current legislation. The audit sighted the email communication to customers dated 14 March 2024. The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) includes process descriptions for changes in regulatory charges and change in law circumstances and requires that any amendments to the agreement between the licensee and the customer must be in writing and executed by both parties.		
91	Condition 4.1.1	Regulation 17	A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) states the process for any assignment of rights and obligations with and without the customer's consent.	A	1
92	Condition 4.1.1	Regulation 18	A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.	3	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) refers to Perth Energy's Customer Complaints Policy and describes the process for handling disputes between the customer and the retailer, and the link to the process within the document is working. The complaints process is stated in the <i>Perth Energy Complaints Handling Procedure</i>.	A	1

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					The control for all obligations under these Regulations is the <i>Please Execute Contract - Contract & Checklist Check procedure</i> that requires a contract with the customer being the Standard or Non-Standard Contract.		
93	Condition 4.1.1	Regulation 19	A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially. The customer contract must specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) describes the process to maintain confidentiality and confidential information. This includes reference to the Privacy Policy and that it is available to view on the Alinta website, with no charge. This is documented in the <i>Customer Privacy and Release of Data Procedure</i> .	A	1
94	Condition 4.1.1	Regulation 20	A non-standard contract must specify the governing legislation, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) states the governing law, enforceable provisions, notices and electronic communication.	A	1
95	Condition 4.1.1	Regulation 21	A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) does not include any provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers.	A	1

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96	Condition 4.1.1	Regulation 32	A non-standard contract must include details about the cooling off period specified in the regulation.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) - state the 10 day cooling-off period available to customers.	A	1
97	Condition 4.1.1	Regulation 33(2)	A non-standard contract must allow the customer to terminate the contract at any time with no less than 5 days' notice.	4	The Manager WA Commercial confirmed that Perth Energy only use fixed term contracts and under regulation 33(1) this obligation did not apply. A fixed term contract means a non-standard contract that is expressed to have effect for a definite period.	NP	NR
98	Condition 4.1.1	Regulations 33(3) and (4)	A non-standard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) details supply following the expiry of the agreement and liquidated damages for early termination. The Schedule of Standard Terms and Conditions references a customer's right to terminate the contract at any time, subject to a minimum 20 day notice period.	A	1
98A	Condition 4.1.1	Regulation 34A	A non-standard fixed term contract must detail the contract expiry date, customer options available for supply following expiry, the terms and conditions that apply after expiry and the way the retailer will provide the notification in the manner specified.	3	The Non-Standard Contract from version ESA.002.072023 (July 2023) included revised wording to fully meet Regulation 34(A). When entering into a NSC, all customers also sign a Commercial Terms Document. This document includes Compliance with the commercially negotiated items which includes the contract expiry date	A	1

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98B	Condition 4.1.1	Regulation 34B	A non-standard contract for residential customer must not state that the residential customer is required to pay a security deposit.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) states Perth Energy cannot require a deposit from residential customers	A	1
98C	Condition 4.1.1	Regulation 34C	A non-standard contract, entered into by a non-residential customer, is required to state whether the customer must pay a security deposit, how the amount of the security deposit is calculated, the maximum amount the retailer may request, when the retailer may use the security deposit to offset the amounts owed by the customer and when the retailer must repay the security deposit.	4	The audit confirmed the AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use) states security deposits will be no more than 37.5% of buyers estimated bills over a 12 month period and when the retailer may use the security deposit to offset the amounts owed by the customer and when the retailer must repay the security deposit.	A	1
100	Condition 6.8.1	Electricity Industry (Customer Contracts) Regulations, regulation 38	If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information.	4	The Manager WA Commercial confirmed that during the audit period, when Perth Energy became aware of a customer taking a supply of electricity that was deemed to be supplied under the licensee's standard form contract, they notified the customer within 5 days after becoming aware of it and provide specified information. It is understood that this may occur where a business ends their operations from a particular premise and a new business starts consuming electricity without notifying Perth Energy. The Gentrack billing system routinely picked up due to a change in electricity consumption, which	NP	1

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					prompted Perth Energy to contact the new business within 5 days to arrange a new contract.		
Electricity Industry Act 2004							
101	Condition 5.3.1	Section 13(1)	A licensee must provide the ERA with a performance audit conducted by an independent expert acceptable to the ERA, not less than once every 24 months (or any longer period that the ERA allows).	4	The audit confirmed the previous Performance Audit report was provided to the ERA in February 2024 for the audit period from July 2020 to June 2023. This performance audit for the period from July 2023 to June 2025 has been initiated in accordance with the ERA's standard audit guidelines. This obligation is documented in the <i>PE Risk and Compliance Calendar</i> .	A	1
105	Condition 4.2.1	ERA (Licensing Funding) Regulations 2014	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i> .	4	The audit reviewed payments to the ERA for the period 1 July 2023 to 30 June 2025 and noted that invoices for the annual licence fees, standing charges and other invoices were paid by the due dates of 30 days from invoice date. This obligation is documented in the <i>PE Risk and Compliance Calendar</i> .	A	1
106	Condition 4.1.1	Section 31(3)	A licensee must take reasonable steps to minimise the extent, or duration, of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.	4	The audit confirmed that Perth Energy has taken reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity. Also, measures including cyber security, backup of systems and data were confirmed to be established by the Licensee.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					No complaints have been received about interruptions to electricity supplies. The procedures include <i>Emergency Response Procedure – Main Office, Crisis Management Preparation and BCRP, Crisis Management Plan and Business Recovery and Continuity Plan (BRCP)</i> .		
107	Condition 4.1.1	Section 41(6)	A licensee must pay the costs of taking an interest in land or an easement over land.	4	The Manager WA Compliance confirmed that no interests or easements occurred in respect of land held by a public authority.	NP	NR
108	Condition 6.4.1	Section 54(1)	A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract that complies with the Act.	3	The audit confirmed that Perth Energy only supply electricity to small use customers under their standard contract or non-standard form contract. Revisions to PE's template Small Use NSC wording were effective from July 2023 and then October 2023 that address the legislative and Code of Conduct changes respectively. PE has also engaged a legal firm to draft a communication to all Small Use Customers who are on older versions of NSC, to inform them of all the 2023 legislative changes and the subsequent changes to their terms and conditions The control is the <i>Please Execute Contract - Contract & Checklist Check procedure</i> that requires a contract with the customer being the Standard or Non-Standard Contract.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
109	Condition 6.6.1	Section 54(2)	A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified.	4	The audit confirmed the standard form contract was reviewed and updated from July 2023 and the approved contract was published on the ERA website on 26 July 2023. The control is that the Standard Form Contract notes that any variations must be approved by the ERA.	A	1
110	Condition 6.7.1	Section 76	If a designation under section 71(1) of the Electricity Industry Act is in force, a licensee must perform the functions of a retailer of last resort and must carry out the supplier of last resort plan if it comes into operation under section 70 of the Electricity Industry Act.	4	Not applicable (as Perth Energy is not a supplier of last resort)	NP	NR
111	Condition 6.1.1	Section 101	A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by, and compliant, with any decision or direction of the electricity ombudsman under the approved scheme.	4	The audit confirmed on the Energy and Water Ombudsman WA website that Perth Energy is a member of the Scheme. From review of the Complaints Register for the audit period, there was no complaint that has been referred to the Ombudsman.	NP	1
114	Condition 6.3.1	Section 11	A licensee must ensure that an electricity marketing agent of the licensee complies with the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2022</i> .	3	The Manager WA Commercial confirmed that Perth Energy do not have electricity marketing agents. However, they require all of their employees to complete induction training on the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2022</i> .	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					The obligations are documented in the <i>Retail Marketing compliance actions and training procedures</i> .		
116	Condition 6.4.2	Section 11	A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified.	4	The audit confirmed the standard form contract was reviewed and updated from July 2023 and the approved contract was published on the ERA website on 26 July 2023. The control is that the Standard Form Contract notes that any variations must be approved by the ERA.	A	1
117	Condition 6.4.3	Section 11	A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review.	4	As per obligation 116.	A	1
118	Condition 6.5.1	Section 11	A licensee can only amend the standard form contract with the ERA's approval.	4	As per obligation 116.	A	1
119	Condition 4.3.1	Section 11	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.	4	The audit reviewed the AGL Financial Statements for the year ending 30 June 2024 and confirmed that the Financial Statements comply with accounting standards and had an Unqualified Audit Opinion.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
120	Condition 5.2.4	Section 11	A licensee must comply with any individual performance standards prescribed by the ERA.	4	Individual performance standards have not been prescribed by the ERA per the Licence.	NP	NR
121	Condition 5.3.2	Section 11	A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit.	4	The previous Performance Audit report (February 2024) was accepted by the ERA. This audit will comply with the standard audit guidelines.	A	1
123	Condition 4.4.1	Section 11	In the manner prescribed, a licensee must notify the ERA, if it is under external administration or if there is a significant change in the circumstances that the licence was granted which may affect the licensee's ability to meet its obligations.	4	From review of the audited AGL Financial Report for 2023/24 as per obligation 119, the audit confirmed there were no external administration or going concern issues.	A	1
124	Condition 4.5.1	Section 11	A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.	3	The audit confirmed the Compliance Reports and Performance Datasheets for 2021/22, 2022/23, and 2023/24 were submitted to the ERA by the due dates. A centralised email box for all compliance activities has been established. This will ensure that PE's compliance related information is kept centrally, rather than on individual email locations. PE has recruited an additional resource to specifically manage its Risk and Compliance obligations. A key part of this role is to manage PE's licence reporting obligations.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					The control is the <i>PE Risk and Compliance Calendar</i> .		
125	Conditions 3.8.1 and 3.8.2	Section 11	A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.	3	The audit confirmed the Performance Report for 2023/24 was published by the due date. The control is the <i>PE Risk and Compliance Calendar</i> .	A	1
126	Condition 3.7.1	Section 11	All notices must be in writing, unless otherwise specified.	4	The audit confirmed with Perth Energy that all notices are provided in writing. Notices viewed included the compliance reports and performance reporting datasheets.	NP	1
CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS 2022							
MARKETING							
129A	Condition 6.3.1	Code of Conduct Clause 8	A retailer must ensure that its electricity marketing agents comply with Part 2	4	The Manager WA Commercial confirmed that Perth Energy does not use external marketing agents.	NP	NR
130	Condition 6.3.1	Code of Conduct Clause 9(1)	A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 9(1).	4	The Manager WA Commercial confirmed that standard form contracts are used and there were 27 standard form contracts at June 2025. The control is the <i>Please Execute Contract - Contract & Checklist Check procedure</i> and the <i>Retail Marketing compliance actions and training procedures</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
131	Condition 6.3.1	Code Clause 9(2) Section 82	Subject to subclause 9(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 9(2) no later than on, or with, the customer's first bill.	4	The audit confirmed the required information is provided as part of the Small Use Customer Information Pack and Standard Form Contract. The control is the <i>Please Execute Contract - Contract & Checklist Check procedure</i> and the <i>Retail Marketing compliance actions and training procedures</i> .	A	1
132	Condition 6.3.1	Code of Conduct Clause 10(1)	A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 10(1).	3	The audit confirmed that for all non-standard contracts, verifiable consent to enter such a contract is obtained via a customer signing an Application Form that states all the commercial terms agreed with them, along with all Terms and Conditions. PE then counter signs, returns the contract to the customer and stores it within its CRM system. The control is the <i>Please Execute Contract - Contract & Checklist Check procedure</i> and the <i>Retail Marketing compliance actions and training procedures</i> .	A	1
133	Condition 6.3.1	Code of Conduct Clause 10(2)	A retailer or electricity marketing agent must ensure that the information specified in subclause 10(2) is provided to the customer before entering into a non-standard contract.	4	The specific information has been included in PE's Small Use NSC since March 2022, making PE compliant since that time. A customer returning a signed NSC therefore makes PE compliant. PE has decided it will cease selling electricity to contestable residential customers and therefore will have no such customers once these current	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					contracts expire. Therefore, information on concessions is not required. The control is that the required documentation is included in the <i>Retail Marketing compliance actions and training procedures</i> , as well as the non-standard contract terms and conditions.		
133A	Condition 6.3.1	Code of Conduct Clause 10(3)	If subclause (4) applies, when a customer enters into a nonstandard contract with a retailer, the retailer or an electricity marketing agent must give the information specified in clause 10(3)	4	As per obligation 133.	A	1
135	Condition 6.3.1	Code of Conduct Clause 10(5)	Subject to subclause 10(4), a retailer or electricity marketing agent must obtain the customer's verifiable confirmation that the specified information in subclause 10(2) has been provided.	4	From discussion with the Manager WA Commercial and review of documentation, the audit confirmed that the customers' consent was obtained to confirm the required information has been given in the introductory pack. The customer consent is checked prior to processing the contract. The control is that the required documentation is included in the <i>Retail Marketing compliance actions and training procedures</i> as well as the non-standard contract.	A	1
136	Condition 6.3.1	Code of Conduct Clause 11(1)	A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers of the retailer and that any prices that exclude concessions are disclosed.	4	The Manager WA Commercial confirmed that Perth Energy does not supply residential customers with concessions. There was only 1 residential customer in the audit period and nil at 30 June 2024.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
137	Condition 6.3.1	Code of Conduct Clause 11(2)	A retailer or electricity marketing agent must provide contact details, including their telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business hours for the purposes of enquiries, verifications and complaints.	4	The contact details of Perth Energy are published on the website and in the introductory pack. The audit confirmed that customers were able to contact Perth Energy during normal business hours of 9am to 5pm weekdays. There is also a 24-hour emergency number that was available during the audit period. The obligation is documented in the <i>Retail Marketing compliance actions and training procedures</i> .	A	1
138	Condition 6.3.1	Code of Conduct Clause 12(1)	A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 12(1).	4	The Manager WA Commercial confirmed that the specified contact numbers would be provided upon request from a customer. There were no requests from customers for the complaints telephone number in the audit period. The obligation is documented in the <i>Retail Marketing compliance actions and training procedures</i> .	A	1
139	Condition 6.3.1	Code of Conduct Clause 12(2)	A retailer or electricity marketing agent who meets with a customer face to face must: - display a clearly visible and legible identity card showing the information specified in subclause 12(2)(a); and - provide the written information specified in subclause 12(2)(b) as soon as practicable following a request by the customer.	4	The Manager WA Commercial confirmed there has been no customer face to face marketing at the Perth Office but there have been some visits to premises for the purposes of marketing in the audit period. If there was any contact at the Perth Office, the employee would have an identity card. The audit confirmed that each sales representative has photo ID and a Gas Marketing ID number which they carry with them at all times including visits to premises.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					The requirements for identification and the information to be provided in writing are stated in the the <i>Retail Marketing compliance actions and training procedures</i> and are included in the training programme.		
140	Condition 6.3.1	Code of Conduct Clause 13	A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clearly visible signs indicating that canvassing is not permitted at the premises, or no advertising is to be left at the premises.	4	The Manager WA Commercial confirmed that employees complied with any signs at a persons' premises. There were no complaints received in the audit period. The obligation is stated in the the <i>Retail Marketing compliance actions and training procedures</i> and is included in the training programme.	A	1
CONNECTION							
143	Condition 6.3.1	Code of Conduct Clause 18(1)	If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the distributor.	4	The audit confirmed that customer requests for electricity supply are forwarded to the distributor, Western Power, There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. The process is documented in the <i>New Gentrack Account and Electricity Customer Transfer procedure</i> and the <i>New Connections procedure</i> .	A	1
144	Condition 6.3.1	Code of Conduct Clause 18(2)	A retailer must forward the customer's request for the Connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the	4	There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. The process is documented in the <i>New Gentrack Account and Electricity Customer Transfer procedure</i> and the <i>New Connections procedure</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			request is received after 3pm or on a weekend or public holiday.				
BILLING							
145	Condition 6.3.1	Code of Conduct Clause 19.1	A retailer must issue a bill, at least once every 100 days except for the circumstances specified in subclause 19(2).	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles. Review a sample of 20 bills over the audit period confirmed compliance. The procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	1
146A	Condition 6.3.1	Code of Conduct Clause 20(1)	A retailer must not place a customer on a shortened billing cycle unless subclause 20(2) applies.	4	The Manager WA Commercial confirmed that during the audit period there were no customers on a shortened billing cycle and there were no residential customers who encountered payment difficulties or financial hardship during the audit period. The procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NP
148	Condition 6.3.1	Code of Conduct Clause 20(3)	A retailer must give a customer notice with the information specified in 20(3) within 10 business days after placing the customer on a shortened billing cycle under subclause 20(2)..	4	As per obligation 146A.	A	NP
149	Condition 6.3.1	Code of Conduct Clause 20(4)	A retailer must ensure that a shortened billing cycle under subclause 20(2) must be at least 10 business days.	4	As per obligation 146A.	A	NP

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
150	Condition 6.3.1	Code of Conduct Clause 20(5)	On request, a retailer must return a customer who is subject to a shortened billing cycle under subclause 20(2), to the billing cycle that previously applied if the customer has paid 3 consecutive bills by the due date.	4	As per obligation 146A.	A	NP
151	Condition 6.3.1	Code of Conduct Clause 20(6)	A retailer must inform a customer, who is subject to a shortened billing cycle under subclause 20(2), at least every 3 months about the conditions upon which the customer can upon request be returned to the previous billing cycle under subclause 20(6).	4	As per obligation 146A.	A	NP
155A	Condition 6.3.1	Code of Conduct Clause 21(1)	In addition to any information required to be included on a customer's bill under another provision of this code, a retailer must include the information set out in subclauses 21(2), (3), (4), (5) and (6).	4	The audit confirmed from review of a sample of 20 invoices in the audit period that the required information is included on the invoices. The information is part of the standard billing templates. The procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	1
156	Condition 6.3.1	Code of Conduct Clause 21(9)	If a retailer wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, no later than the next bill in the customer's billing cycle.	4	The audit confirmed from review of a sample of 20 invoices in the audit period that customers with historical debt are advised of this on each bill. The required information is part of the standard billing templates. The procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
157A	Condition 6.3.1	Code of Conduct Clause 22(1)	A retailer must base a customer's bill on the criteria specified in 22(1).	4	The audit confirmed from review of a sample of 20 invoices in the audit period that the invoices are based on the meter readings from Western Power. The required information is part of the standard billing templates. The procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	1
157B	Condition 6.3.1	Code of Conduct Clause 22(2)	A bill will be taken to comply with subclause 21(1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the retailer and the customer.	4	The Manager WA Commercial confirmed that during the audit period there were no customers on a smoothing or similar arrangement and there were no residential customers who encountered payment difficulties or financial hardship during the audit period. The procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NR
158	Condition 6.3.1	Code of Conduct Clause 22(3)	.If a retailer is required to comply with subclause 22(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.	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles. Automated meters provide ongoing meter readings which are provided by Western Power. The <i>Electricity Billing Compliance Procedure</i> includes reference to obtaining meter readings as frequently as required.	A	1
158A	Condition 6.3.1	Code of Conduct Clause 22(4)	The retailer must ensure that the customer is provided with a written record of any method agreed between the retailer and the customer under subclause 22(1)(c)	4	As per obligation 158. There were no other methods agreed with the customer in the audit period. The procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
160	Condition 6.3.1	Code of Conduct Clause 23(1)	A retailer has based a customer's bill on an estimate, a retailer must clearly specify on the bill the information required under subclause 23(1).	4	The audit confirmed by review of the electricity billing templates and a sample of bills, that they include reference to any estimated billings based on estimated meter readings provided by Western Power. The <i>Electricity Billing Compliance Procedure</i> and billing templates includes reference to the use of estimated meter readings.	A	1
161	Condition 6.3.1	Clause 23(2)	On request, a retailer must provide a customer of the basis and the reason for the estimation.	4	The Manager WA Commercial confirmed that Perth Energy did not receive any customer requests with respect to estimation over the audit period. The required information is stated in the <i>Electricity Billing Compliance Procedure</i> .	A	NR
163	Condition 6.3.1	Code of Conduct Clause 24(2)	If a customer satisfies the requirements specified in subclause 24(1), a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading.	4	The Manager WA Commercial confirmed that Perth Energy did not estimate a customer's bill due to restricted meter access over the audit period.	NP	NR
166	Condition 6.3.1	Code of Conduct Clause 25(2)	If a retailer offers alternative tariffs and a customer meets the circumstances in subclause 25(1)(a) and (b), the retailer must transfer the customer to the other tariff within 10 business days of the customer satisfying subclause 25(1)(b).	4	The Manager WA Commercial confirmed that Perth Energy does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract, also referred to in the non-standard contract. If alternate tariffs were to be offered, the procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
166A	Condition 6.3.1	Code of Conduct Clause 25(3)	If a customer transfers from one tariff to another under clause 25, the effective date is as subscribed under subclause 25(3).	4	As per obligation 166.	A	NR
167	Condition 6.3.1	Code of Conduct Clause 26(2)	If a customer is no longer eligible to receive a tariff, a retailer must notify the customer prior to changing the customer to another tariff.	4	The Manager WA Commercial confirmed that Perth Energy does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract, also referred to in the non-standard contract. If alternate tariffs were to be offered, the procedure including "more beneficial tariff" is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NR
171	Condition 6.3.1	Code of Conduct Clause 27(1)	If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill on request by the customer, subject to the customer paying: - that portion of the bill under review that the customer and the retailer agree is not in dispute. - an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute).	4	The Manager WA Commercial confirmed there were no instances in the audit period from customers requesting formal reviews of their bill. All new small use contracts are time of use charges, all enquiries about total charges on a bill are related to consumption portion and resolved with meter data verification or consumption report for the customer. This procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NR
172	Condition 6.3.1	Code of Conduct, Clause 27(2)	If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the outstanding amount(if any).	4	The Manager WA Commercial confirmed there were no instances in the audit period from customers requesting formal reviews of their bill The right of a customer to obtain a meter test/dispute resolution is covered under AGL Perth	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			The retailer must advise the customer that the customer may request for a meter test and also the existence and operation of the retailer's standard complaints and dispute resolution procedures and details about making a complaint to the electricity industry ombudsman.		Energy ESA General Terms & Conditions (Electricity - Small Use) and bill statement templates including both internal and external complaint handling details. There were no complaints requiring meter testing recorded in the Complaints Register for the audit period. This procedure is documented in the <i>Billing Procedures Overview</i> and the <i>Electricity Billing Compliance Procedure</i> .		
173	Condition 6.3.1	Code of Conduct Clause 27(2)(b)	If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must comply with clause 29 or 30 as the case requires and may require the customer to pay the amount (if any) of the bill that is outstanding.	4	The Manager WA Commercial confirmed there were no requests for bill review in the audit period. This procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NR
174	Condition 6.3.1	Code of Conduct Clause 27(3)	A retailer must inform a customer of the outcome of the review of a bill as soon as practicable after it is completed. .	4	The Manager WA Commercial confirmed there were no requests for bill review in the audit period The required timeframes are stated in the <i>Complaint Handling Procedure</i> .	A	NR
175	Condition 6.3.1	Code of Conduct, Clause 27(4)	If a retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must notify the customer with notification of the status of the review as soon as practicable after the expiration of that period. .	4	As per obligation 174.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
175A	Condition 6.3.1	Code of Conduct Clause 27(4)	If a customer, after receiving a bill, requests that the energy data be checked or the meter be tested, the retailer must arrange for a check of the energy data or testing of the meter (as the case requires).	4	The right of a customer to obtain a meter test/dispute resolution is covered under AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use). The audit sighted 3 examples of meter checking requests in the audit period and these were arranged by Perth Energy with Western Power. There were no complaints requiring meter testing recorded in the Complaints Register for the audit period.	NP	1
175B	Condition 6.3.1	Code of Conduct Clause 28(3)	If the energy data is checked and found to be incorrect or the meter is tested and found to be defective, the retailer must refund any payment made under subclause 28(2).	4	The audit sighted 3 examples of meter checking requests in the audit period and these were arranged by Perth Energy with Western Power. In all cases, the meter readings were found to be correct. There were no complaints/requests requiring meter testing recorded in the Complaints Register for the audit period. Refund is covered under AGL Perth Energy ESA General Terms & Conditions (Electricity - Small Use). This procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NR
176	Condition 6.3.1	Code of Conduct, Clause 29(1)	If a retailer proposes to recover an amount undercharged as a result of an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been	4	The Manager WA Commercial confirmed there were no undercharges in the audit period. There were no complaints recorded in the Complaints Register related to undercharges in the audit period.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			found to be defective), a retailer must do so in the manner specified in subclause 29(1).		This procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .		
177	Condition 6.3.1	Code of Conduct, Clause 30(1)	If a customer (including a customer who has vacated the supply address) has been overcharged the retailer must: • use its best endeavours to inform the customer of the amount overcharged within 10 business days after the retailer becomes aware of the overcharging, and • subject to this clause ask the customer for instructions for the credit or repayment of the amount	4	The Manager WA Commercial confirmed there were no overcharges in the audit period. There were no complaints recorded in the Complaints Register for overcharges related to this obligation in the audit period. This procedure is documented in the <i>Electricity Billing Compliance Procedure</i>.	A	NR
178	Condition 6.3.1	Code of Conduct Clause 30(2)	A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions. If a retailer receives instruction under subclause 30(1), the retailer must deal with the amount overcharged in accordance with the customer's instructions within 12 business days after receiving the instructions	4	As per obligation 177.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
179	Condition 6.3.1	Code of Conduct Clause 30(3)	If a retailer does not receive instructions under subclause 30(1) within 5 business days after making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's next bill.	4	As per obligation 177.	A	NR
181	Condition 6.3.1	Code of Conduct Clause 30(6)	Despite subclauses 30(1) to (5), if a customer has been overcharged and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the amount overcharged to off-set the debt	4	As per obligation 177.	A	NR
181A	Condition 6.3.1	Code of Conduct Clause 30(7)	Subclause 30(6) does not apply if the customer is a customer experiencing financial hardship.	4	As per obligation 177.	A	NR
181B	Condition 6.3.1	Code of Conduct Clause 30(8)	If there remains an amount in credit after a set-off under subclause 30(6), the retailer must deal with the amount in accordance with subclauses 30(1) to (4) (depending on the amount that remains in credit).	4	The Manager WA Commercial confirmed there were no overcharges in the audit period. There were no complaints recorded in the Complaints Register for overcharges related to this obligation in the audit period. This procedure is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	NR
183A	Condition 6.3.1	Code of Conduct Clause 31(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	4	The audit confirmed that any customer request for a final bill is entered into the Gentrack system and a final meter reading is obtained from Western Power, applied in the final invoice and issued to the	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			of a final bill for the supply address in accordance with the customer's request.		customer. The audit sighted an example of the final invoice. The procedure is documented in the <i>Gentrack – Billing Finalisation procedure and work instructions</i> .		
183B	Condition 6.3.1	Code of Conduct Clause 31(2)	Unless subclause 31(4) applies, if a customer's account is in credit at the time of the account closure, a retailer must, at the time of the final bill, ask the customer for instructions to transfer the credit amount either to another account the customer has or will have with the retailer, or a bank account nominated by the customer.	4	The Manager WA Commercial confirmed there were some instances of a customer account in a credit position when the final bill was generated during the audit period. The customers were requested on how to clear the credit balance in an email communication. This tracked by a service order. The procedure is documented in the <i>Gentrack – Billing Finalisation procedure and work instructions</i> .	A	1
183C	Condition 6.3.1	Code of Conduct Clause 31(3)	The retailer must, in accordance with the customer's instructions under subclause 31(2), transfer the amount of the credit within 12 business days after receiving the instructions or another period agreed with the customer.	4	The Manager WA Commercial confirmed there were no instances of a customer instruction to transfer the credit balance in the audit period. The procedure is documented in the <i>Gentrack – Billing Finalisation procedure and work instructions</i> .	A	NR
183D	Condition 6.3.1	Code of Conduct Clause 31(4)	If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the credit to set-off the debt.	4	The Manager WA Commercial confirmed there were no instances of a customer account in credit at the time of closure and the customer owing a debt to Perth Energy. The procedure is documented in the <i>Gentrack – Billing Finalisation procedure and work instructions</i> .	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
183E	Condition 6.3.1	Code of Conduct Clause 31(5)	If after a set-off under subclause 31(4), there remains an amount of credit, the retailer must deal with the amount in accordance with subclauses (2) and (3).	4	As per obligation 183D.	A	NR
184A	Condition 6.3.1	Code of Conduct Clause 32(1)	Despite any other arrangement or agreement that may be in place between the retailer and the customer in relation to paying bills, the retailer must allow the customer who has entered into a standard form contract to choose to receive bills, by post as paper bills or by email sent to an email address provided by the customer.	4	The Manager WA Commercial confirmed that customers who have entered into a standard form contract may choose to receive bills, by post as paper bills or by email sent to an email address provided by the customer. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i> .	A	1
PAYMENT							
187	Condition 6.3.1	Code of Conduct Clause 33	The date by which a bill must be paid must not be earlier than 12 business days from the bill issue date.	4	The audit confirmed by review of a sample of 20 bills in the audit period that the due date on the bill is 16 days from the date issued. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i> .	A	1
188	Condition 6.3.1	Code of Conduct Clause 34	A retailer must accept payment for a bill prescribed in subclause 34(1)	4	The audit confirmed by review of sample of 20 invoices in the audit period that Perth Energy demonstrated overall compliance with the provisions of subclause 34(1). Compliance was noted subject to subclause 34(2) which specifies, clause 34(1) does not limit any other method for the payment of a bill that may be agreed between the retailer and the customer, including the option	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					of payment by direct debit, for example as specified in the non-standard contract. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i> .		
190	Condition 6.3.1	Code of Conduct Clause 35(1), (2) and (3)	A retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. The amount of \$20 is the minimum amount that a retailer will be required to accept from a customer (although a retailer may accept lower amount if it thinks fit).	4	The Manager WA Commercial confirmed no customers have requested Perth Energy to receive payments in advance over the audit period. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i> and the Residential Financial Hardship Procedure.	A	NR
190A	Condition 6.3.1	Code of Conduct Clause 35 (4), (5) and (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 credit amount on its website. The maximum credit amount must not be less than \$100.	4	As Perth Energy does not set a maximum credit amount for customers, no limit is published on the website. Therefore, this obligation is not rated.	NP	NR
191A	Condition 6.3.1	Code of Conduct Clause 36	A retailer must redirect a customer's bill to a different address (including an email address or a different email address) on the customer's request and at no charge.	4	During the audit period, Perth Energy confirmed that they routinely redirected a customer's bill to a different address (including an email address or a different email address) on the customer's request and at no charge.	NP	1
192	Condition 6.3.1	Code of Conduct Clause 37(1)	A retailer must not charge a residential customer a late payment fee in connection with the payment of a bill in connection with the payment of	4	The Manager WA Commercial confirmed that this did not apply to Perth Energy's 1 residential customer in the audit period.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			a bill the circumstances specified in subclause 37(1).				
193	Condition 6.3.1	Code of Conduct Clause 37(2)	If a retailer has charged a late payment fee in the circumstances set out in subclause 37(1)(c)(ii) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill (unless the fee is payable under subclause 37(3).	4	As per obligation 192.	NP	NR
193A	Condition 6.3.1	Code of Conduct Clause 37(3)	If a complaint referred to in subclause 37(1)(c) is not resolved in favour of the customer any later payment fee must be calculated from the date of the retailer's or the electricity industry ombudsman's decision (as the case may be).	4	As per obligation 192.	NP	NR
194	Condition 6.3.1	Code of Conduct Clause 37(4)	A retailer must not charge an additional late payment fee in relation to the same bill within 5 business days after the day on which the customer receives the previous late payment fee notice.	4	As per obligation 192.	NP	NR
195	Condition 6.3.1	Code of Conduct Clause 37(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 12 month period..	4	As per obligation 192.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
196	Condition 6.3.1	Code of Conduct Clause 37(6)	If a residential customer has been assessed as a customer experiencing being in financial hardship, a retailer must retrospectively waive any late payment fee charged under the customer's last bill before the assessment was made.	4	The Manager WA Commercial confirmed that there were no residential customers assessed as being in financial hardship in the audit period.	NP	NR
197	Condition 6.3.1	Code of Conduct Clause 38(1)	A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 38(1).	4	The Manager WA Commercial confirmed there were no instances of Perth Energy requiring a customer to pay for electricity after being notified of vacating their supply address. As soon as a customer advises Perth Energy, the NMI is detached from the customer account with the customer no longer being responsible for electricity consumed through that NMI. Billing is advised to terminate and issue final bill. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i>.	NP	NR
198	Condition 6.3.1	Code of Conduct Clause 38(2)	If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate the supply address, the retailer must not require the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer.	4	The Manager WA Commercial confirmed there were no instances of customers being evicted or required to vacate a supply address over the audit period.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
199	Condition 6.3.1	Code of Conduct Clause 38(4)	Despite subclauses 38(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 38(4).	4	The Manager WA Commercial confirmed that customers have not paid for electricity from the date a new contract has been entered into for supply at that address to a new customer, the supply at that address has been transferred to a new retailer or the supply address is disconnected. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i> .	A	NR
200	Condition 6.3.1	Code of Conduct Clause 39(1)	A retailer must not commence proceedings to recover a debt from a residential customer who has informed the retailer in accordance with clause 40 that they are experiencing Payment problems, unless and until the retailer has complied with all the requirements of clause 40 and (if applicable) clause 40; and while a residential customer continues to make payments under an alternative payment arrangement under Part 6.	4	The Manager WA Commercial confirmed that no actions for recovery of debts from residential customers were commenced in the audit period. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i> and the <i>Residential Hardship Procedure</i> .	A	NR
201	Condition 6.3.1	Code of Conduct Clause 39(2)	A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.	4	The Manager WA Commercial confirmed that no actions for recovery of debts from residential customers were commenced in the audit period. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i> .	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
201A	Condition 6.3.1	Code of Conduct Clause 39(3)	A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, if the retailer obtains the other customer's verifiable consent to the transfer.	4	The Manager WA Commercial confirmed that no request for transfer of debt to another customer had been received in the audit period. This obligation is documented in the <i>Electricity Bill Payments Compliance Procedure</i> .	A	NR
PAYMENT ASSISTANCE							
202	Condition 6.3.1	Code of Conduct Clause 40(1)	Unless subclause 40(2) or (5) applies, If a customer informs a retailer that the customer is experiencing payment problems, the retailer must assess whether the residential customer is experiencing financial hardship within 5 business days.	4	The Manager WA Commercial confirmed that no requests for financial hardship assistance were received from residential customers in the audit period. The procedures are documented in the <i>Residential Customer Financial Hardship Policy</i> and the <i>Residential Financial Hardship Procedure</i> .	A	NR
203	Condition 6.3.1	Code of Conduct Clause 40(3)	When undertaking an assessment under subclause 40(1), a retailer must give reasonable consideration to the information prescribed in subclause 40(3)(a), or advice prescribed in subclause 40(3)(b), given by a relevant consumer representative.	4	As per obligation 202.	A	NR
204	Condition 6.3.1	Code of Conduct Clause 40(4)	Upon request, a retailer must advise a residential customer of the outcome of an assessment including the reasons for the outcome of the assessment under subclause 40(1).	4	As per obligation 202.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
204A	Condition 6.3.1	Code of Conduct, clause 40(5)	A retailer is not required to undertake an assessment under subclause 40(1) if the retailer has previously undertaken an assessment in relation to the customer unless the customer has indicated that there has been a change in their circumstances since that previous assessment.	4	As per obligation 202.	A	NR
211	Condition 6.3.1	Code of Conduct Clause 41(1)(a)	A retailer must offer the residential customer additional time to pay a bill.	4	The Manager WA Commercial confirmed that no requests for additional time to pay were received from residential customers in the audit period. The procedures are documented in <i>the Residential Customer Financial Hardship Policy</i> and the <i>Residential Financial Hardship Procedure</i> .	A	NR
212	Condition 6.3.1	Code of Conduct Clause 41(1)(b)	A retailer must offer the residential customer a payment plan for the amount owing.	4	The ERL Performance Reporting Datasheets for 2023/24 and 2024/25 showed there were no request for payment plans from residential customers. The procedures are documented in <i>the Residential Customer Financial Hardship Policy</i> and the <i>Residential Financial Hardship Procedure</i> .	A	NR
212A	Condition 6.3.1	Code of Conduct, clause 41(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 45 without the need for the customer to make a request.	4	As per obligation 212.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
213	Condition 6.3.1	Code of Conduct Clause 43(1)	A retailer must ensure that a payment plan for a residential customer is fair and reasonable taking into account the information in subclause 43(1)(a) and b(1)(b)	4	As per obligation 212.	A	NR
213A	Condition 6.3.1	Code of Conduct, clause 43(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.	4	As per obligation 212.	A	NR
214	Condition 6.3.1	Code of Conduct Clause 43(5)	If a residential customer accepts a payment plan offered by a retailer, the retailer must provide the residential customer with the information specified in subclause 43(5)	4	As per obligation 212.	A	NR
214A	Condition 6.3.1	Code of Conduct, clause 44(1)	A retailer must review a payment plan at the request of a residential customer	4	As per obligation 212.	A	NR
214B	Condition 6.3.1	Code of Conduct, clause 44(3)	The retailer must offer to vary a payment plan if a review under subclause 44(1) indicates that the customer is unable to meet obligations under the payment plan.	4	As per obligation 212.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
214C	Condition 6.3.1	Code of Conduct, clause 44(4)	The retailer must, within 5 business days after the customer accepts an offer to vary the payment plan, provide the customer with information that clearly explains, and assists the customer to understand, the variation.	4	As per obligation 212.	A	NR
214D	Condition 6.3.1	Code of Conduct, clause 44(5)	The retailer must not vary a payment plan without the customer's agreement.	4	As per obligation 212.	A	NR
214E	Condition 6.3.1	Code of Conduct, clause 44(6)	An agreement under subclause 44(5) must relate to the particular variation rather than under a general agreement to future variations.	4	As per obligation 212.	A	NR
215	Condition 6.3.1	Code of Conduct Clause 45(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.	4	The Manager WA Commercial confirmed that no requests for financial hardship assistance were received from residential customers in the audit period. The procedures are documented in <i>the Residential Customer Financial Hardship Policy</i> and the <i>Residential Financial Hardship Procedure</i> .	A	NR
216	Condition 6.3.1	Code of Conduct Clause 45(2)	In acting under subclause 45(1), a retailer must take into account its hardship policies and procedures under clause 46.	4	As per obligation 215.	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
218	Condition 6.3.1	Code of Conduct, clause 45(3)	A retailer must advise a customer experiencing financial hardship of the information specified in subclause 45(3).	4	As per obligation 215.	A	NR
220	Condition 6.3.1	Code of Conduct Clause 46(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.	3	The previous audit noted that Perth Energy had not reviewed the Hardship Policy since it was developed in 2018. The Hardship Policy was reviewed and updated in May 2024. Perth Energy has ceased selling electricity to contestable residential customers. There were no residential customers from 2024 The policy and procedures are documented in the <i>Residential Customer Financial Hardship Policy</i> and the <i>Residential Financial Hardship Procedure</i> . These comply with the Code of Conduct.	A	1
221	Condition 6.3.1	Code of Conduct Clause 46(2)	A retailer must ensure that its hardship policy complies with the criteria specified in subclause 46(2).	4	As per obligation 220.	A	1
222	Condition 6.3.1	Code of Conduct Clause 46(3)	A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 46(3).	4	As per obligation 220.	A	1
223A	Condition 6.3.1	Code of Conduct Clause 46(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.	4	During the audit period, Perth Energy's Hardship Policy was reviewed and updated in July 2024. As there were no material amendments, there was no requirement to consult with relevant consumer representatives.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
223B	Condition 6.3.1	Code of Conduct Clause 46(5)	A retailer must provide a copy to the ERA of: - its hardship policy; and - a copy of the policy if the retailer makes a material amendment.	4	The audit confirmed the current Perth Energy Hardship Policy was provided to the ERA and is available on the ERA website.	NP	1
225	Condition 6.3.1	Code of Conduct Clause 46(6)	If directed by the ERA, a retailer must review its hardship policy and hardship procedures in consultation with relevant consumer representatives for the purposes of the review and submit the results of that review to the ERA within the period specified by the ERA.	4	During the audit period, Perth Energy's Hardship Policy was reviewed and updated in July 2024.	NP	1
228	Condition 6.3.1	Code of Conduct Clause 47	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	4	Perth Energy has a Financial Hardship Policy and has considered all payment arrangement requests from business customers experiencing payment difficulties during the audit period. The audit sighted an example of a payment arrangement agreed with a business customer. There have been no complaints re payment arrangements recorded in the Complaints Register in the audit period. The procedures are documented in the <i>Electricity Billing Compliance Procedure</i> , and the <i>Financial Hardship Policy and Procedure</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
DISCONNECTION							
229	Condition 6.3.1	Code of Conduct Clause 48	Before arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a written notice (a reminder notice), which contains the information specified in subclause 48(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 48(1)(c).	4	Per the Customer Complaints Register, there were no complaints re disconnections due to failure to pay a bill, in the audit period. There have been 5 disconnections in the audit period due to failure to pay a bill and in all cases, reminder notices have been issued. The audit sighted an example of an overdue reminder notice issued within 5 days of the invoice that included Perth Energy's telephone number for billing and payment enquiries and how Perth Energy can provide assistance. The audit confirmed that Perth Energy use their best endeavours to contact the customer including email communications and follow-up to ensure they have received the communications, as documented in the Electricity Disconnections and Reconnections Procedure. The audit also sighted an example of a disconnection warning notice issued 20 business days from the invoice date that included 7 days' notice of disconnection and to contact Perth Energy if any payment assistance is required. The notice did not include as per Section 48(1)(c)(ii) of the Code of Conduct, the existence and operation of complaint handling processes, including the existence and operation of the electricity industry ombudsman and the contact details for the electricity industry ombudsman. The audit confirmed the required information is provided to the customer on their Account	B	2

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					Statement attached to the email. The Disconnection Notice has been amended to include the required information from October 2025. As this issue has been resolved, no further recommendation is made. The procedure is documented in the <i>Electricity Disconnections and Reconnections Procedure</i> .		
230	Condition 6.3.1	Code of Conduct Clause 49(a)	A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 49(a).	4	Perth Energy did not report any disconnections of a residential customer's supply address under the circumstances of this clause, including failure to pay a bill due to errors in the bill, etc. In the audit period, there were 5 disconnections of business customers due to non-payment. The procedure is documented in the <i>Electricity Disconnections and Reconnections Procedure</i> .	A	1
231	Condition 6.3.1	Code of Conduct Clause 50(2)	A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill within 15 business days from the date of disconnection of that customer's gas supply when the circumstances specified in subclause 50(1)(a) apply.	4	There were no dual fuel contracts during the audit period.	NP	NR
232	Condition 6.3.1	Code of Conduct Clause 51(2)	If the conditions specified in subclause 51(1) are satisfied, a retailer may arrange for the disconnection of a customer's supply address for denying access to the meter..	4	Perth Energy did not report any disconnections for denying access to the meter during the audit period. Generally, Perth Energy will only disconnect on the grounds of safety, illegal activity, or non-payment. The procedure re disconnection due to denial of access to a meter is set out in the <i>Electricity</i>	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					<i>Disconnections and Reconnections Procedure</i> and complies with the Code.		
232A	Condition 6.3.1	Code of Conduct, clause 51(4)	A retailer may arrange for the disconnection of a customer's supply address if the customer has not provided the safe access to the customer's supply address for the purposes of testing, maintaining, inspecting, altering or replacing a meter, or checking the accuracy of the customer's consumption at the supply address.	4	As per obligation 232.	A	NR
234	Condition 6.3.1	Code of Conduct, clause 52	Subject to subclause 52(3), a retailer or distributor must comply with the limitations specified in subclauses 52(1)-(2) when arranging for disconnection or disconnecting a customer's supply address	4	Perth Energy did not report any disconnections of a residential customer's supply address under the circumstances of this clause, including failure to pay a bill due to errors in the bill, etc. In the audit period, there were 5 disconnections of business customers due to non-payment. The Manager WA Commercial and review of the Complaints Register confirmed there were no disconnections due to unresolved complaints. The procedure is documented in the <i>Electricity Disconnections and Reconnections Procedure</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
RECONNECTION							
242	Condition 6.3.1	Code of Conduct Clause 53(2)	A retailer must arrange to reconnect a customer's supply address if the customer rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer, makes a request for reconnection and pays the retailer's reasonable charges (if any) for reconnection, or enters into a payment plan for the charges.	4	The Manager WA Commercial confirmed that there have been 7 reconnections in the audit period where the customer has rectified the matter and there were no charges for reconnections. Also, as per the Customer Complaints Register, there have been no complaints re reconnection after a disconnection in the audit period. The procedure is documented in the <i>Electricity Disconnections and Reconnections Procedure</i> .	A	1
243	Condition 6.3.1	Code of Conduct Clause 53(3)	A retailer must forward the request for reconnection to the distributor within the timeframes specified in subclause 53(3).	4	Perth Energy did not report any reconnections of a residential customer in the audit period. There were 7 reconnections of business customers that were forward to WP in the timeframes. The procedure is documented in the <i>Electricity Disconnections and Reconnections Procedure</i> .	A	1
INFORMATION & COMMUNICATION							
271D	Condition 6.3.1	Code of Conduct Clause 68(1)	The retailer must publish on its website the information detailed in subclause 68(1).	3	The audit confirmed the required information is available on the Perth Energy website. The Risk and Compliance Advisor monitors compliance with this obligation by regularly reviewing the website.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
271E	Condition 6.3.1	Code of Conduct Clause 68(3)	If a customer requests information of the kind referred to subclause 68(1) the retailer must refer the customer to the retailer's website or provide the information to the customer without charge.	4	The Manager WA Commercial confirmed that any requests for the information per subclause 68(1) would be complied with and provided at no charge.	A	1
271F	Condition 6.3.1	Code of Conduct Clause 68(4)	If a customer requests a copy of information of the kind referred to in subclause 68(1), the retailer must provide a copy of the information to the customer without charge.	4	The Manager WA Commercial confirmed that any requests for the information per subclause 68(1) would be complied with and provided at no charge.	A	1
273	Condition 6.3.1	Code of Conduct Clause 69	On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees or charges, including any alternative tariffs that may be available to that customer.	4	The Manager WA Commercial confirmed that there have been some requests for tariff information in the audit period and customers are referred to the tariff information on the website. This information is provided free of charge. Tariff information is in the Small Use Customer Information Pack, and available free on request. There is no alternative tariff available.	A	1
273A	Condition 6.3.1	Code of Conduct, clause 70(1), (2) and (3)	If a customer's tariffs, fees or charges are regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer no later than the next bill in the customer's billing cycle.	4	The audit confirmed the non-standard contract and standard contract Terms and Conditions informed customers about the possibility of annual CPI increases affecting tariffs. The Manager WA Commercial confirmed that any tariff adjustments resulting from CPI increases were promptly communicated to customers, with notifications issued no later than their subsequent bill within the billing cycle.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
274A	Condition 6.3.1	Code of Conduct, clause 70(2)	If a customer's tariffs, fees or charges are not regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer in the manner specified in subclauses 71(3) and (4).	4	As per obligation 273A.	A	1
280	Condition 6.3.1	Code of Conduct Clause 73	At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 or under any other written law, including the amount of the payment and the eligibility criteria for the payment.	3	The internal PE Billing System sends the communication to customers regarding the Service Standard Payments each year. This commenced in September 2024. The audit sighted the email advice to customers. This annual requirement is part of PE's diary of events/obligations and a reminder set in Outlook.	A	1
282	Condition 6.3.1	Code of Conduct Clause 74	If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the distributor for a response.	4	The Manager WA Commercial confirmed that information would be given to customers free on request and on the same day of the request.	A	1
290	Condition 6.3.1	Code of Conduct Clause 77	To the extent practicable, a retailer or distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear, simple, concise language and in a format that is easy to understand.	4	The audit confirmed that the Small Use Customer Information pack given to the customer and sighted in the audit is clear, simple and concise and easy to understand. Other information provided to the customer and that is available on the website was reviewed and confirmed as being in a format that makes it easy to understand.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
294	Condition 6.3.1	Code of Conduct Clause 78(1)	On request and at no charge, a retailer and a distributor must make services available to a residential customer to assist the customer in understanding information provided by the retailer or distributor (including independent interpreter services for customers with speech or hearing impairment, and large print copies).	4	The information is in the Small Use Customer Information pack, on customer bills and the Small Use Customer Information pack is on the Perth Energy website. No requests were received in the audit period from residential customers.	A	NR
295	Condition 6.3.1	Code of Conduct Clause 78(2)	For residential customers, a retailer and, if appropriate, a distributor, must include the information prescribed in subclause 78(2)(a) and (b) on its bills and bill-related information, reminder notices and disconnection warnings.	4	The audit reviewed a sample of 20 invoices and examples of overdue notices and disconnection notices and confirmed the required information is included on the bills and notices, including residential customers. The billing information is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	1
297	Condition 6.3.1	Code of Conduct Clause 79(2)	On request, a retailer must advise a customer of the availability of different types of meters or refer the customer to the distributor for a response.	4	The Manager WA Commercial confirmed that no request was received by Perth Energy during the audit period.	NP	NR
COMPLAINTS & DISPUTE RESOLUTION							
298	Condition 6.3.1	Code of Conduct Clause 87(1)	Each retailer and distributor must develop, maintain and implement a standard complaint and dispute resolution procedure.	3	The audit confirmed with the Manager WA Commercial and by review of the Complaints Register, that there is an internal process for handling complaints and resolving disputes. <i>Perth Energy's Complaints Handling Procedure</i> has been reviewed in May 2024 and July 2025 and only minor amendments have been made.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
299	Condition 6.3.1	Code of Conduct Clause 87(2)	The standard complaints and dispute resolution procedure under subclause 87(1) must comply with the requirements specified in subclauses 87(2)(a), (b), (c) and (d).	4	The audit confirmed the <i>Perth Energy Complaints Handling Procedure</i> complies with the requirements including how the complaint can be lodged, how handled, response time and response method.	A	1
299A	Condition 6.3.1	Code of Conduct Clause 87(3)	The standard complaints and dispute resolution procedure must comply with AS/NZS 10002:2014.	4	The audit confirmed the <i>Perth Energy Complaints Handling Procedure</i> complies with AS/NZS 10002:2014.	A	1
301	Condition 6.3.1	Code of Conduct Clause 88	On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	4	Review of the complaints recorded in the Complaints Register for small use customers confirmed there were no complaints in the audit period. The procedure is documented in the <i>Perth Energy Complaints Handling Procedure</i> including acknowledging a complaint within 2 business days (within the required 10 working days) and responding within 15 days or at most 20 days which complies with this obligation.	A	NR
301A	Condition 6.3.1	Code of Conduct Clause 89	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, information as detailed in 89(b)(i) to (iii).	4	Review of the complaints recorded in the Complaints Register for small use customers confirmed there were no complaints in the audit period. The procedure is documented in the <i>Perth Energy Complaints Handling Procedure</i> .	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
304	Condition 6.3.1	Code of Conduct Clause 90	If a retailer, distributor or electricity marketing agent receives a complaint from a customer that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be appropriate to deal with the complaint (if known).	4	The Manager WA Commercial confirmed that the customer would be advised if the complaint related to another entity. There were no complaints relating to another entity received in the audit period. There is provision in the <i>Complaints Handling Procedure</i> on the website re transfer of complaints to another entity including the Energy and Water Ombudsman.	A	NR
PROTECTIONS RELATING TO FAMILY VIOLENCE							
307A	Condition 6.3.1	Code of Conduct, clause 91(1)	A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers.	3	Perth Energy had its Family Violence Policy reviewed by a peak industry body Safe+Equal in August 2024. Several key individuals have undertaken AGL's corporate Family Violence training. As Perth Energy has ceased selling electricity to contestable residential customers. There were no residential customers from 2024. Therefore, this obligation will not apply.	A	1
307B	Condition 6.3.1	Code of Conduct, clause 91(2)	The family violence policy must provide for the details as prescribed in subclauses 91(2)(a) to (j).	4	The audit confirmed the Perth Energy Family & Domestic Violence Policy includes the required details.	A	1
307C	Condition 6.3.1	Code of Conduct, clause 91(3)	The training required under subclause 91(2)(a) must satisfy at least one of the requirements detailed in subclause 91(3).	3	As per obligation 307A.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
307D	Condition 6.3.1	Code of Conduct, clause 91(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.	4	The audit confirmed the Perth Energy Family & Domestic Violence Policy was reviewed and up[dated in June 2024.	A	1
307E	Condition 6.3.1	Code of Conduct, clause 91(6)	A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is developing its family violence policy or reviewing its family violence policy because of a direction of the ERA under subclause 91(5).	3	As per obligation 307A.	A	1
307F	Condition 6.3.1	Code of Conduct, clause 92	Unless the circumstances under subclause 92(1)(a) to (e) 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.	4	The audit confirmed there were no disconnections in the audit period. This obligation is documented in the <i>Perth Energy Family & Domestic Violence Policy</i> .	A	NR
307G	Condition 6.3.1	Code of Conduct, clause 93	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 subclause 93(1)(a) and (b).	4	The audit confirmed there were no disconnections in the audit period. This obligation is documented in the <i>Perth Energy Family & Domestic Violence Policy</i> .	A	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
SERVICE STANDARD PAYMENTS							
308A	Condition 6.3.1	Code of Conduct Clause 94(1)	Unless clause 99 applies, a retailer must make the payment specified under subclause 94(2), if the retailer is required to arrange a reconnection of a customer's supply address under part 8, and either the retailer has not complied with clause 53(3) or (4) or the retailer has complied with clause 53(3), but a distributor has not complied with the timeframes set out in clause 54(4).	4	The Manager WA Commercial confirmed there were no service standard payments in the audit period.	NP	NR
308B	Condition 6.3.1	Code of Conduct Clause 94(2)	A retailer must pay the customer \$60 for each day that the retailer or the distributor (as the case may be) is late, up to a maximum of \$300.	4	As per obligation 308A.	NP	NR
310	Condition 6.3.1	Code of Conduct Clause 95(1)	Unless clause 99 applies, a retailer must make the payment specified under subclause 95(2) if the retailer: - fails to comply with any of the procedures set out under Part 6 (if applicable and other than clauses 45(3) and 46), or clause 48 or 82(1), before arranging for disconnection of, or disconnecting the customer for failure to pay a bill, or - arranges for disconnection of, or disconnects the customer for failure to pay a bill in	4	As per obligation 308A.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			contravention of clause 49, 50 or 52 for failure to pay a bill.				
312	Condition 6.3.1	Code of Conduct Clause 96	Unless clause 99 applies, if a retailer fails to acknowledge or respond to a complaint within the timeframes set out in clause 88, the retailer must pay the customer \$20.	4	As per obligation 308A.	NP	NR
315	Condition 6.3.1	Code of Conduct Clause 100(1)	A retailer that is required to make a payment under clause 94, 95 or 96 must do so in the manner specified in subclause 100(1).	4	As per obligation 308A.	NP	NR
Electricity Industry (Metering) Code 2012							
324	Condition 4.1.1	Clause 3.3B	If a user is aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flows or any changes in a customer's or user's circumstances in a metering point that will result in bi-directional flows, the user must notify the network operator within 2 business days.	4	As the network operator and meter data agent, Western Power will know of previously unknown bi-directional flows prior to Perth Energy. Perth Energy follow Western Power's process to manage solar connections, which includes submitting an application form to Western Power for each metering point that could be subject to bi-directional flows, prior to these bi-directional flows occurring. For new applications or transfers, any bi-directional flow is noted as a special condition in the contract. The control is the <i>New Gentrack Account & Electricity Customer Transfer</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
339	Condition 4.1.1	Clause 3.11(3)	A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	4	As the network operator and meter data agent, Western Power will know of any malfunctioning metering installation before Perth Energy. If a customer advised Perth Energy of any disruption to electricity supply, they would be given the Western Power contact number to report the disruption. This is documented in the <i>AGL Perth Energy Complaints Handling Procedure</i> .	A	1
371	Condition 4.1.1	Clause 4.4(1)	If there is a discrepancy between energy data held in a metering installation and in the metering database, the affected Code participants and the network operator must liaise to determine the most appropriate way to resolve the discrepancy.	4	There have been no instances of disagreement during the audit period. Perth Energy only use Western Power data so no discrepancy could arise.	NP	NR
372	Condition 4.1.1	Clause 4.5(1)	A Code participant must not knowingly permit the registry to be materially inaccurate.	4	Meter information and readings are checked by Perth Energy as part of the billing processes. If information or usage appear incorrect compared to historical records, with no known reason, Perth Energy will contact a customer first to discuss the potential cause, then possible Western Power to audit their records.	NP	1
373	Condition 4.1.1	Clause 4.5(2)	Subject to subclause 5.19(6), if a Code participant, other than a network operator, becomes aware of a change to, or inaccuracy in, an item of standing data in the registry, then it	4	No inaccuracies were reported by Perth Energy associated with standing data in the registry over the audit period.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.				
388	Condition 4.1.1	Clause 5.4(2)	A user must, when reasonably requested by a network operator, assist the network operator to comply with the network operator's obligation under subclause 5.4(1).	4	The network operator has not requested the assistance of Perth Energy with respect to their metering installation during the audit period. Generally, it is Perth Energy requesting the assistance of Western Power with respect to metering installations.	NP	NR
401	Condition 4.1.1	Clause 5.16	If a user collects or receives energy data from a metering installation then the user must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	4	The network operator, Western Power, collects the energy data.	NP	NR
402	Condition 4.1.1	Clause 5.17(1)	A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	4	Perth Energy has provided all required standing and energy data to their customers as part of their billing processes during the audit period. The data provided on the billing invoices is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
405	Condition 4.1.1	Clause 5.18	If a user collects or receives information regarding a change in the energisation status of a metering point then the user must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	4	Not Applicable – The network operator has access to and controls all metering installations. During the audit period, where required, Western Power advised Perth Energy of changes to the energisation status of customer metering points. Customers did not provide this information to Perth Energy.	NP	NR
406	Condition 4.1.1	Clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere, and provide that information to the network operator.	4	There have been no requests by the network operator to collect information from customers during the audit period. Perth Energy relied on Western Power, with respect to all metering installation matters.	NP	NR
407	Condition 4.1.1	Clause 5.19(2)	A user must, to the extent that it is able, collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated. Note: The prescribed information listed in clause 5.19(2) was changed by the Electricity Industry (Metering) Amendment Code 2018.	4	Perth Energy uses Gentrack to monitor and maintain a record to the prescribed information in relation to each connection point. The recording has been reviewed in the billing sample and is documented in the <i>Electricity Billing Compliance Procedure</i> .	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
408	Condition 4.1.1	Clause 5.19(3)	Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	4	Not Applicable – Changes to customer address or site attributes during the audit period are the responsibility of Western Power.	NP	NR
410	Condition 4.1.1	Clause 5.19(6)	The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of standing data by the network operator to the user.	4	Not Applicable – As per obligation 408, the metering database is maintained by Western Power	NP	NR
416	Condition 4.1.1	Clause 5.21(5)	A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	4	There were 3 requests for meter test in the audit period s per the Meter Investigations log and all were in compliance with this clause.	NP	1
417	Condition 4.1.1	Clause 5.21(6)	A Code participant must not make a request under subclause 5.21(1) that is inconsistent with any access arrangement or agreement.	4	The 3 test requests made by Perth Energy in the audit period were done so in compliance with this clause. Subject to the requisite fees being paid, Western Power has not refused any meter test requests.	NP	1
435	Condition 4.1.1	Clause 5.27	Upon request from a network operator, the current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or	4	The network operator did not make any requests for customer attributes during the audit period. Western Power generally has direct access to this already.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			incorrect within the timeframes prescribed.				
448	Condition 4.1.1	Clause 6.1(2)	A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	4	The Manager WA Commercial confirmed there have been no breaches of the rules, procedures, agreements or criteria during the audit period.	NP	1
451	Condition 4.1.1	Clause 7.2(1)	Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice communication in connection with the Code.	4	The Perth Energy office has a main telephone line, postal address and facsimile/email capability. There have been no communication difficulties during the audit period. Both Perth Energy and Western Power have their nominated contact persons.	A	1
453	Condition 4.1.1	Clause 7.2(4)	If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a network operator within 3 business days after the request.	4	The Manager WA Commercial confirmed there have been no requests for contact details by the network operator during the audit period.	NP	NR
454	Condition 4.1.1	Clause 7.2(5)	A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator under subclause 7.2(4) at least 3 business days before the change takes effect.	4	Perth Energy's contact details did not change during the audit period.	NP	NR
455	Condition 4.1.1	Clause 7.5	A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of,	4	All Perth Energy employees sign confidentiality agreements.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.		In addition, information systems are segregated and password protected so only necessary access to personnel is provided. Perth Energy confirmed there have been no breaches of confidentiality during the audit period. The procedure is documented in the <i>Information Technology Policy, Privacy Policy and the Customer Privacy and Release of Data Procedure</i> .		
456	Condition 4.1.1	Clause 7.6(1)	A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	4	Confidential information is disclosed on an 'as required' basis by Perth Energy. The procedure is documented in the <i>Information Technology Policy, Privacy Policy and the Customer Privacy and Release of Data Procedure</i> .	A	1
457	Condition 4.1.1	Clause 8.1(1)	If any dispute arises between any Code participants, then (subject to subclause 8.2(3)) representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute by negotiations in good faith.	4	The Manager WA Commercial confirmed there have been no disputes with any Code participants during the audit period.	NP	NR
458	Condition 4.1.1	Clause 8.1(2)	If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	4	As per obligation 457.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
459	Condition 4.1.1	Clause 8.1(3)	If the dispute is not resolved within 10 business days after the dispute is referred to senior management negotiations, the disputing parties must refer the dispute to the senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	4	As per obligation 457.	NP	NR
460	Condition 4.1.1	Clause 8.1(4)	If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	As per obligation 457.	NP	NR
461	Condition 4.1.1	Clause 8.3(2)	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1).	4	As per obligation 457.	NP	NR

3.8 Audit Recommendations

Table of Current Audit Non- Compliances and Recommendations

A. Resolved during current audit period

Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Auditor's Recommendation	Action taken by the Licensee by end of audit period
	Nil		

B. Unresolved at end of current audit period

Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Auditor's Recommendation	Action taken by the Licensee by end of audit period
	Nil		

Appendix A - Methodology

A1. Audit Approach

Our approach to the Performance Audit is set out below.

Planning

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

Fieldwork

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

Audit Reporting

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

A2. Key Documents Reviewed

Regulatory Compliance

- Electricity Industry Act 2004 (version February 2025)
- Electricity Industry (Customer Contracts) Regulations 2005
- Electricity Industry (Metering) Code 2012 (version January 2024)
- Economic Regulation Authority (Licensing Funding) Regulations 2014
- Electricity Industry (Customer Transfer) Code 2016
- Code of Conduct for the Supply of Electricity to Small Use Customers 2022
- Electricity Industry (Code of Conduct) Regulations 2005
- Electricity Compliance Reporting Manual (February 2023 and previous versions January 2023, February 2022 and June 2020)
- ERA's Financial Hardship Policy Guidelines – Electricity Licences (March 2023)
- ERA's Customer Complaint Guidelines – (December 2016)
- Electricity Retail Licence ERL10 (Version 8)
- Electricity Retail Licence ERA-EL-107B Operating Area Map
- Perth Energy 2023 Electricity Performance Audit Report (Final Report - February 2024)
- Post Audit Implementation Plan (August 2024)
- Performance and Compliance Reports to the ERA for 2023/24 and 2023/24
- Information on fees paid to the ERA (amounts and dates paid)
- Application to be a member of the Energy and Water Ombudsman scheme

Perth Energy

- Perth Energy website www.perthenergy.com.au
- AGL Annual Report for 2023/24
- Western Power Network Access Agreement – (and amendments to June 2025)
- Perth Energy Supply Agreements Procedure
- Electricity and Gas Retail Licence Compliance Manual
- Compliance Obligations Register
- Complaints Register July 2023 to June 2025
- Compliance and Non-Compliance Reporting Procedure
- Risk and Compliance Calendar Perth Energy – Western Australia Regulatory Issues Register
- Complaints Handling Procedure
- Perth Energy Privacy Policy
- Perth Energy Hardship Policy and Procedure
- Energy efficiency information
- Customer Safety Awareness Program
- Customer information pack – small use business.
- Electricity Customer Transfer procedure
- Electricity New Connections procedure and examples
- Billing Finalisation procedure and examples
- Electricity Disconnections and Reconnections Procedure

- Notices of disconnection, disconnection and reconnection data
- Customer billing records.
- Perth Energy ERL10 Standard form contract – small use business.
- Perth Energy Non-standard form contract (small use customers)
- Retail Marketing compliance actions and training procedures
- Risk Management Policy
- Risk Assessment Procedure
- Emergency Response Procedure
- Crisis Management Plan

A3. Licensee's Representatives Participating in the Audit

The licensee's representatives participating in the audit were:

- Ben Walton – Manager WA Commercial
- Larah Elliott – Risk & Compliance Advisor
- Aisling Conlon – Manager Customer Operations
- Yin Heng – Manager Pricing and Analytics
- Craig Beasland – Service Delivery Manager
- John Saratsis – WA Sales Director

A4. Consultants

NAME AND POSITION	BUDGET HOURS
Geoff White - Director	50
Susan Smith - Manager	90
TOTAL HOURS	140

END OF REPORT