



Kleenheat

Wesfarmers Kleenheat Gas Pty Ltd
Electricity Retail Licence ERL5
Performance Audit
Report
August 2025

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Limitations of this Report

This report was prepared for distribution to the Economic Regulation Authority and Wesfarmers Kleenheat Gas Pty Ltd "Kleenheat" for the purpose of fulfilling Kleenheat'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 Kleenheat 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

Kleenheat is part of Wesfarmers Chemicals, Energy and Fertilisers (WesCEF). Kleenheat is a division of Wesfarmers Limited and holds an Electricity Retail Licence (ERL5) ('the Licence') issued by the Economic Regulation Authority ('ERA') under the *Electricity Industry Act 2004* ('the Act') for the provision of electricity to customers in the South West Interconnect Systems ('SWIS').

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

We have performed a reasonable assurance engagement on Kleenheat's compliance, in all material respects, with the conditions of ERL5 and the *Electricity Industry Act 2004* for the period from 1 July 2021 to 30 June 2025.

The scope of this assurance work relates to assessing Kleenheat'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, Kleenheat has complied, in all material respects, with its licence conditions and relevant legislative obligations for the period 1 July 2021 to 30 June 2025 with the exception of 4 non-compliance with minor impact on customers which were resolved in this audit period.

Basis for Modified Opinion

During the period 1 July 2021 to 30 June 2025 Kleenheat did not comply with applicable licence obligations as outlined below:

Reporting Manual number and Licence condition		Issue
The following obligations were assessed as "Non-Compliant – Minor Impact".		
130	Standard Contract Date <i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2022 – Clause 9(1)</i> 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).	<p>In the 2023/24 Compliance Report to ERA, Kleenheat identified eleven breaches during the reporting period, affecting eleven customers.</p> <p>Following the expiration of fixed-term contracts, business customers are offered ongoing supply under Kleenheat's standard form contract. Kleenheat found 11 instances where the date the standard form contract was entered into was not correctly recorded in the Oracle system. The breaches stem from a new process that did not adequately address the step to record the date of the new contracts. The process has been revised from December 2023 to ensure accurate recording of the date the contract is entered into, and all records have been corrected accordingly.</p> <p>As this is a minor non-compliance and has been corrected in the audit period, no further recommendation is made.</p>

Reporting Manual number and Licence condition	Issue
<p>133 Information for New Customers</p> <p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2022 – Clause 10(2)</i></p> <p>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.</p>	<p>The previous audit noted there were 104 breach instances of this obligation in 2020/21 affecting 104 customers. There were also 4 breaches in 2021/22 affecting 4 customers.</p> <p>This breach was caused by the electricity sales process not complying with the requirements under clause 2.3(2)(b)(i) of the Code for non-standard form contract customers. This breach was identified during a review of the electricity sales process. To prevent recurrences of this breach, the electricity sale process was amended, with the inclusion of additional communications in the offer document providing customers with how to access a copy of the Code. This change was implemented by August 2021.</p> <p>From review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract.</p> <p>As this is a minor non-compliance and has been rectified, no further recommendation is made.</p>
<p>155 Customer Invoice Information</p> <p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2022 - Clause 4.5(1) (To 19 February 2023).</i></p> <p>A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.</p>	<p>The 2020/21 Compliance Report to ERA noted 684 instances were caused by unbundled invoices not being sent to customers compliant with cl.4.5(1)(dd) and cl.4.5(1)(d)(ii) of the Code in respect of showing the consumption graph and the loss adjusted volume associated with the customers usage. This breach affected 57 customers. The billing information was corrected in March 2022. However, there was a further non-compliance due to a system defect from November 2023 to December 2024. This was corrected from March 2025. As this is a minor non-compliance and has been resolved, no further recommendation is made.</p> <p>The 2021/22 Compliance Report also noted 63 instances were caused by invoicing occupier customers without the appropriate name on the invoice as required under cl.4.5(1)(y) of the Code. This breach affected 11 customers. A process was deployed from May 2022 to manage occupier accounts until the Code is amended, enabling invoices to be sent to occupiers without the customer name. As this is a minor non-compliance and has been rectified, no further recommendation is made.</p> <p>The review of a sample of 30 customer invoices in the audit period confirmed that the minimum required information has been included with the exception of the usage graph from November 2023 to December 2024.</p> <p>As this is a minor non-compliance and has been rectified, no further recommendation is made.</p>

Reporting Manual number and Licence condition		Issue
155A	<p>Customer Invoice Information</p> <p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2022 - Clause 21(1) (From 20 February 2023)</i></p> <p>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).</p>	<p>The review of a sample of 30 customer invoices in the audit period confirmed that the required information has been included except for the usage graph on invoices from November 2023 to December 2024.</p> <p>As this is a minor non-compliance and has been rectified, no further recommendation is made.</p>

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

In accordance with ASAE 3100 we have:

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

Summary of Procedures

Our procedures consisted primarily of:

- Utilising ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences updated August 2022 ('the Guidelines') to develop a risk assessment
- Developing an Audit Plan and an associated work program, approved by the ERA on 16 July 2025
- Interviewing relevant Kleenheat staff to gain an understanding of process controls
- Undertake a visit to the licensee in Murdoch, and conduct various meetings with stakeholders, including regulatory, sales, billing and corporate management, to determine the effectiveness of systems and procedures in place and to compare actual performance against the licence standards
- Assessing documents and performing walkthroughs of processes and controls to support the assessment of compliance and the effectiveness of the control environment in accordance with Licence obligations, and
- Performing procedures and testing based on the procedures listed in the approved Audit Plan.

How We Define Reasonable Assurance and Material Non-Compliance

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

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

Inherent Limitations

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

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

Use of this Assurance Report

This report has been prepared for Kleenheat 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

Kleenheat'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 Kleenheat's compliance with its License requirements throughout the period and to issue an assurance report that includes our conclusion.

Our Independence and Quality Control

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

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

Quantum Assurance

Geoff White CA
Director

4 September 2025

2. Executive Summary

Wesfarmers Kleenheat Gas Pty Ltd ('Kleenheat') holds Electricity Retail Licence No. 5 (ERL5) issued by the Economic Regulation Authority (ERA) under Section 7(4) of the *Electricity Industry Act 2004 (WA)* ('the Act').

Kleenheat's ERL5 licence has been granted for the area set out in plan ERA-EL-099(C) in Western Australia. Additionally, the licence grants Kleenheat the authorisation to retail electricity to business customers connected to the electricity network in Western Australia with an annual electricity consumption exceeding 50-megawatt hours or 50,000 units.

As at 1 July 2021, Kleenheat supplied electricity to 162 customers, including 139 classified as "small-use customers". Currently, Kleenheat serves 17 customers, 12 of whom are classified as small-use. Kleenheat's operations, including customer service, call centre, and customer solutions, are managed from the WesCEF head office in Murdoch.

Kleenheat 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 and previous versions January 2023, February 2022 and June 2020).

Not less than once in every period of 24 months unless extended by the ERA, Kleenheat is required to engage an independent expert, acceptable to the ERA, to undertake a Performance Audit of compliance with the licence conditions.

Quantum Assurance has been engaged by Kleenheat to undertake 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 2025 Audit and Review Guidelines – Electricity and Gas Licences ('ERA Guidelines').

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

The audit covered the period from 1 July 2021 to 30 June 2025. The previous audit for the ERL5 licence period was from 1 July 2017 to 30 June 2021.

Conclusion

Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that Kleenheat has complied with its Electricity Retail Licence performance and quality standards and obligations during the audit period from 1 July 2021 to 30 June 2025 with only 4 non-compliances with minor impact.

Out of 227 applicable compliance obligations, the audit found:

- 146 obligations were rated compliant (127 with adequate controls and 19 with controls not reviewed).
- 4 obligations were rated non-compliant with minor impact on customers (with generally adequate controls).
- 77 were not rated for compliance, as no relevant activity took place during the audit period (30 with adequate controls and 47 with controls not reviewed).

As the non-compliances were resolved in the audit period, there were no recommendations.

Overall, the audit concluded that Kleenheat has a well-established and maintained control environment with only a small number of business customers for electricity supply.

There were no changes recommended to the licence.

3. Performance Audit

3.1 Introduction

Wesfarmers Kleenheat Gas Pty Ltd ('Kleenheat') has an electricity retail licence (ERL5) 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: .

- ERL5 Version 8 (from 26 June 2021 to date) - Licence renewal.

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

Kleenheat has engaged Quantum Assurance ('Quantum') to perform an audit of Kleenheat's electricity supply services.

This audit and review covers the period from 1 July 2021 to 30 June 2025 . The previous audit was from 1 July 2017 to 30 June 2021.

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

3.2 Objective and Scope

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

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

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

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

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

The highest priority areas (priority 1, 2 or 3) based on inherent risk, the previous audit's assessed controls/processes and reported non-compliances for this audit period are:

Priority 1

Nil

Priority 2

Type 1 reporting obligation

Nil

Priority 3

- Obligation 130 - The Process for fixed-term contracts with business customers to be updated to ensure accurate dates are recorded on standard form contracts (*2023/24 compliance report*).
- Obligation 131 Amend the electricity small use customer invoice template to include the Kleenheat website URL directing the customer to the landing page on the safe use of electricity (*previous audit issue*).
- Obligation 133 - Update the electricity 'Offer to Treat' email template to include the distributor's 24 hour telephone number for faults and emergencies and, website URL directing the customer to the landing page on the safe use of electricity (*previous audit issue*).
- Obligations 155 and 155A - Remedy the billing system with the appropriate business rules to comply with Code of Conduct (*previous audit issue*).
- Obligation 280 - Develop a new communication template to address requirement in relation to service standard payments (*previous audit issue*).

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

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

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

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

3.3 Obligations Not Applicable

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

- Obligations 193, 193A and 195 – Late payment fees (No residential customers)
- Obligations 234, 235, 240, 241 – Life support (No customers on life support registration)
- 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 227 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					
	Rating	1 Compliant	2 Non-compliant (minor impact)	3 Non-compliant (moderate impact)	4 Non-compliant (major impact)	NR Not rated
	A -Adequate	127	-	-	-	30
	B – Generally adequate	-	4	-	-	-
	C - Inadequate	-	-	-	-	-
	D – No controls	-	-	-	-	-
	NP – Not performed	19	-	-	-	47
	Total	146	4	-	-	77

Detailed Audit Ratings of Control and Compliance by Obligation

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

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

² Refer Controls and Compliance Rating Scales in Section 3.3.

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

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

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

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
Code of Conduct for the Supply of Electricity to Small-Use Customers 2022 (and previous version 2018)													
Marketing													
129A	Marketing agents	Clause 8 From 20 Feb. 2023	4					✓					✓
130	Entering standard form contracts	Clause 9(1)	3		✓					✓			
131	Timeframe to give customers information	Clause 9(2)	3	✓					✓				
132	Entering non-standard contracts	Clause 10(1)	4	✓					✓				
133	Information is provided to customer prior to entering into non-standard contract	Clause 10(2)	3		✓					✓			
133A	Information not required if provided in past 12 months or customer advised how to obtain the information	Clause 10(3) From 20 Feb. 2023	4	✓					✓				
135	Customer consent	Clause 10(5)	4	✓					✓				
137	Customer can contact agent	Clause 11(2)	4	✓					✓				
138	Retailer or agent to provided customer with information requested	Clause 12(1)	4	✓					✓				
139	Face-to-face meeting – carry identification	Clause 12(2)	4	✓					✓				
140	Comply with any signs at premises that restrict sales representative	Clause 13	4	✓					✓				
141	Marketing agent to keep record of complaints	Clause 2.9 To Jan. 2022	4					✓					✓
142	Marketing agent to keep records for at least 2 years	Clause 2.10 To Jan. 2022	4					✓					✓
Connection													
143	Forward request to distributor	Clause 18(1)	4	✓					✓				
144	Timeframe to forward request to distributor	Clause 18(2)	4	✓					✓				
Billing													
145	Timeframes for Issuing bill	Clause 19(1)	4	✓					✓				
146	Customer notice re shortened billing cycle	Clause 4.2(1) To 19 Feb. 2023	4					✓					✓
146A	Restrictions on shortened bill cycle including 3 reminders	Clause 20(1) From 20 Feb. 2023	4					✓					✓
148	Written notice to shorten billing cycle	Clause 22(3)	4					✓					✓

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

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

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

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				A	B	C	D	NP	1	2	3	4	NR
199	Previous electricity consumed	Clause 38(4)	4	✓					✓				
200	Debt recovery if financial hardship advised	Clause 39(1)	4					✓					✓
201	Debt recovery limited to supply address	Clause 39(2)	4	✓					✓				
201A	Transfer of debt to another customer	Clause 39(3)	4	✓					✓				
Disconnection													
229	Reminder notice prior to disconnection	Clause 48	4	✓					✓				
230	Failure to pay a bill	Clause 49(a)	4	✓									✓
231	Failure to pay a bill – dual fuel contracts	Clause 50(2)	4					✓					✓
232	Denying access to the meter	Clause 51(2)	4					✓					✓
232A	May disconnect meter if safe access to property not provided	Conduct, clause 51(4) <i>From 20 Feb. 2023</i>	4	✓									✓
Reconnection													
242	Requests for reconnection	Clause 53(2)	4	✓					✓				
243	Timeframe to forward reconnection request	Clause 53(3)	4	✓					✓				
Information and Communication													
271D	Information to be published on website	Clause 68(1) <i>From 20 Feb. 2023</i>	4					✓	✓				
271E	Refer customer to website or provide information without charge	Clause 68(3) <i>From 20 Feb. 2023</i>	4					✓	✓				
271F	If requested, provide a copy of information to customer at no charge	Clause 68(4) <i>From 20 Feb. 2023</i>	4					✓	✓				
272	Notice of variation in tariffs, fees and charges	Clause 10.1(1) <i>To 19 Feb. 2023</i>	4	✓					✓				
273	Make available information on tariffs, fees and charges	Clause 69	4	✓					✓				
273A	If tariffs, fees or charges are regulated by State Government, give notice no later than the next bill in the customer's billing cycle	Clause 70(1), (2) and (3) <i>From 20 Feb. 2023</i>	4	✓					✓				
274	Timeframe to make available information on tariffs, fees and charges	Clause 10.1(3) <i>To 19 Feb. 2023</i>	4	✓					✓				

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
274A	Give notice any variation in tariffs, fees or charges at least 5 business days prior to variation	Clause 70(2) <i>From 20 Feb. 2023</i>	4	✓					✓				
280	Written details of obligations to make payments	Clause 73	3	✓					✓				
281	Making general information available	Clause 10.4 <i>To 19 Feb. 2023</i>	4					✓	✓				
282	Information re distribution of electricity	Clause 74	4					✓	✓				
290	Format of written information	Clause 77	4	✓					✓				
291	How to obtain a copy of the Code of Conduct	Clause 10.10(1) <i>To 19 Feb. 2023</i>	4					✓	✓				
292	Electronic copies of the Code of Conduct	Clause 10.10(2) <i>To 19 Feb. 2023</i>	4					✓	✓				
297	Availability of different types of meters	Clause 79	4					✓					✓
Complaints and Dispute Resolution													
298	Internal process for handling complaints and resolving disputes	Clause 87(1)	4	✓					✓				
299	Compliance of complaint handling process	Clause 87(2)	4	✓					✓				
299A	Complaints procedure to comply with AS/NZS 10002:2014	Clause 87(3)	4	✓					✓				
300	Advising customer accordingly	Clause 12.1(3) <i>To 19 Feb. 2023</i>	4	✓					✓				
301	Response timeframe for written complaint	Clause 88	4	✓					✓				
301A	Information to be provided about complaint outcome	Clause 89 <i>From 20 Feb. 2023</i>	4	✓					✓				
302	Comply with ERA guidelines	Clause 12.2 <i>To 19 Feb. 2023</i>	4	✓					✓				
303	Information to utilise the complaints handling processes	Clause 12.3 <i>To 19 Feb. 2023</i>	4	✓					✓				
304	Advise customer of appropriate entity for a complaint	Clause 90	4	✓					✓				
Reporting													
305	Prepare a report for each reporting year specified by the ERA	Clause 13.1 <i>To 19 Feb. 2023</i>	4					✓	✓				

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				A	B	C	D	NP	1	2	3	4	NR
306	Provide report to ERA as specified	Clause 13.2 <i>To 19 Feb. 2023</i>	4					✓	✓				
307	Report is published by the date specified by the ERA	Clause 13.3 <i>To 19 Feb. 2023</i>	4					✓	✓				
Service Standard Payments													
308	Payment of compensation if reconnection not within timeframe	Clause 14.1(1) <i>To 19 Feb. 2023</i>	4	✓									✓
308A	Payment if incorrect service reconnection	Clause 94(1) <i>From 20 Feb. 2023</i>	4	✓									✓
308B	A retailer must pay the customer \$60 for each day that the retailer or the distributor is late, up to a maximum of \$300.	Clause 94(2) <i>From 20 Feb. 2023</i>	4	✓									✓
310	Compensation for retailer's non-compliance with procedures	Clause 95(1)	4	✓									✓
312	Failure to acknowledge complaint within the timeframe	Clause 96	4	✓									✓
315	Compensation payment for failure to satisfy a service standard.	Clause 100(1)	4	✓									✓
Electricity Industry (Metering) Code 2012													
324	Bi-directional electricity flows	Clause 3.3B	4	✓									✓
339	Advising operator about an outage or malfunction of a metering installation	Clause 3.11(3)	4	✓									✓
371	Discrepancy between data in meter and database	Clause 4.4(1)	4	✓									✓
372	Not knowingly permit the registry to be materially inaccurate.	Clause 4.5(1)	4	✓					✓				
373	Notify network operator of any inaccuracy in standing data	Clause 4.5(2)	4	✓									✓
388	Assist network operator to comply with their obligations	Clause 5.4(2)	4	✓									✓
401	Provide energy data to network operator within timeframe	Clause 5.16	4	✓									✓
402	Provide standing data or energy data to customers as required	Clause 5.17(1)	4	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
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	✓					✓				
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	✓					✓				

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				A	B	C	D	NP	1	2	3	4	NR
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 recommendation to address the non-compliance noted in the previous Audit Report (September 2021) has been implemented as shown below.

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
A. Resolved before end of previous audit period						
N/A						
B. Resolved during current audit period						
1/2021	131	B2	<p>Information on Bills (Safe Use of Electricity)</p> <p>In twelve (12) instances during the audit period, Kleenheat failed to include bill particulars as required under subclause 2.2(2)(a)(i) of the Code, which provides that a retailer or marketing agent must advise the customer on how they may obtain a copy of the Code. As an action to resolve this issue, Kleenheat has updated its standard form contract (SFC) billing template to include the missing requirements in April 2021. We decided to test one sample of SFC issued in June 2021 to confirm Kleenheat's compliance with the requirements of subclause 2.2(2)(a)(i) of the Code.</p> <p>Our testing revealed that general information on the safe use of electricity does not appear on the updated template. We also reviewed the SFC terms and conditions and noted that general information on the safe use of electricity is not mentioned, which confirms non-compliance with clause 2.2(2)(i) of the Code, which provides that a retailer or marketing agent must give general information on the safe use of electricity to the customer no later than or with the customer's first bill.</p> <p><i>Kleenheat to include general information on the safe use of electricity on the standard form contract billing template, or issue a copy of the customer charter along with the first standard form contract bill issued to the customer.</i></p>	<p>Status: Completed</p> <p>Kleenheat has amended the electricity small use customer invoice template to include the Kleenheat website URL directing the customer to the landing page on the safe use of electricity.</p> <p>Confirmed in this audit by review of 30 invoices in the audit period.</p>	November 2021	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
2/2021	133	B3	<p>Non-Standard Form Contract Information</p> <p>In 104 instances during the audit period, Kleenheat failed to include bill particulars as required under subclause 2.3(2)(b)(i) of the Code, which provides that a retailer or marketing agent must advise the customer on how they may obtain a copy of the Code.</p> <p>Through discussion with the Business Operations and Process Analyst and the Regulatory Manager, Natural Gas and Electricity, and testing of 25 non-standard form contracts (NSFC) entered into during the audit period, it was found that for all samples tested, no evidence could be obtained to verify that prior to a NSFC being entered into, the following was provided to the customer:</p> <ul style="list-style-type: none"> Information on how to obtain a copy of the Code as self-identified by Kleenheat through the 2020/2021 annual compliance report; The distributor's 24 hour telephone number for faults and emergencies, which constitutes a non-compliance with clause 2.3(2)(g) of the Code; and General information on the safe use of electricity, which constitutes a non-compliance with clause 2.3(2)(j) of the Code. <p><i>Kleenheat to include the distributor's 24 hour telephone number for faults and emergencies and general information on the safe use of electricity on the non-standard form contract template, as part of the non-standard form contract terms and conditions, or issue a copy of the customer charter along with the offer for the customer to sign.</i></p>	<p>Status: Completed</p> <p>Kleenheat updated the electricity 'Offer to Treat' email template, which is sent to the customer prior to entering into the contract, to include the distributor's 24 hour telephone number for faults and emergencies and, the Kleenheat website URL directing the customer to the landing page on the safe use of electricity.</p> <p>Confirmed in this audit.</p>	October 2021	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
3/2021	C3	155	<p>Information on Bills</p> <p>For 2,136 invoices during the audit period, Kleenheat failed to include bill particulars (daily cost of consumption, usage graphs, loss adjusted volume associated with customer usage and customer name on occupier bills) as required under subclauses 4.5(1)(m), 4.5(1)(dd), 4.5(1)(d)(ii) and 4.5(1)(y) of the Code.</p> <p>As an action to resolve the issue in relation to subclause 4.5(1)(dd) requiring a usage graph to be displayed on the invoice, Kleenheat updated its billing template to meet the requirement.</p> <p>This change was implemented in April 2021. As such, we have tested 25 invoices issued from April 2021 to June 2021 confirmed Kleenheat's compliance with that particular requirement as of April 2021. Our sample testing also included procedures to verify every other requirement prescribed under subclause 4.5(1) of the Code. No further non-compliances were identified through our testing other than Kleenheat self- identified non-compliances.</p> <p><i>Kleenheat to update the billing template and billing engine rules, to include all bill particulars in customer invoices as prescribed under subclause 4.5(1) of the Code.</i></p>	<p><u>Status: Completed</u></p> <p>An improvement was implemented to remedy the billing system in order to comply with the obligations set out in subclauses 4.5(1)(m), 4.5(1)(d)(ii) and 4.5(1)(y) of the Code.</p> <p>The improvement involved system developers updating the billing engine with the appropriate business rules to comply with these Code of Conduct obligations.</p> <p>The review of a sample of 30 customer invoices in the audit period confirmed that the minimum required information has been included with the exception of the usage graph from November 2023 to December 2024. As this is a minor non-compliance and has been rectified, no further recommendation is made.</p>	March 2022	Nil

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
4/2021	B2	280	<p>Service Standard Payments Information</p> <p>In four (4) instances during the audit period, Kleenheat failed to disclose the amounts entitled by customers under a service standard payment as required by clause 10.3A of the Code.</p> <p>Through discussion with the Regulatory Manager, Natural Gas and Electricity and the Business Operations and Process Analyst, and examination of the updated billing template, it was found that despite the update, the billing template failed to disclose the amounts entitled to customers under a service standard payment as required by clause 10.3A of the Code, as follows:</p> <ul style="list-style-type: none"> • Up to \$300 for late reconnections; • \$100 per day of wrongful disconnection; and • \$20 for responding to a complaint outside of the specified timeframe. <p>As such, four (4) instances of non-compliances were identified as Kleen heat failed to provide customers at least once a year, with the specified information as pursuant to Part 14 of the Code, for 4 consecutive years (2017 to 2021).</p> <p><i>Kleenheat to update the billing template to specify the amounts entitled by a customer eligible for a service standard payment as described as follows:</i></p> <ul style="list-style-type: none"> • <i>Up to \$300 for late reconnections;</i> • <i>\$100 per day of wrongful disconnection; and</i> • <i>\$20 for responding to a complaint outside</i> <p><i>of the specified timeframe.</i></p>	<p><u>Status: Completed</u></p> <p>Kleenheat has implemented a new communication template in relation to service standard payments and this communication will be sent to all small use electricity customers once a year.</p> <p>Completed March 2022. Communication letters sent to customers in April 2022.</p>	March 2022	Nil

3.7 Detailed Audit Observations

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

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
Electricity Industry (Customer Transfer) Code 2016							
6	Condition 4.1.1	Code clause 3.2(2)	A retailer must submit a separate data request for each connection point, unless otherwise agreed.	4	The audit confirmed with the Commercial Analyst and review of the process that Kleenheat submits each data request individually from Oracle system to the Western Power Metering Service Centre portal. Each request is linked to a unique National Meter Identifier (NMI). The process is documented in the <i>Price a Customer - ELE procedure</i> .	A	1
7	Condition 4.1.1	Code clause 3.4(1)	A retailer must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day, unless otherwise agreed.	4	The audit confirmed with the Commercial Analyst and review of the process that all data requests are submitted exclusively to the Western Power Metering Service Centre portal. This system imposes a daily limit of 100 requests, unless Western Power grants an exception. The process is documented in the <i>Price a Customer - ELE procedure</i> .	A	1

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

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

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

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
8	Condition 4.1.1	Code clause 3.5(3)	A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the network operator provides the historical consumption data.	4	The audit confirmed with the Commercial Analyst and review of the process that Kleenheat obtains customer consent before requesting historical consumption data from Western Power. Consent is verifiable and obtained either by email or recorded phone call. The Commercial Analyst confirmed that no customers withdrew their verifiable consent during the audit period. The process is documented in the <i>Price a Customer - ELE procedure</i> .	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 Commercial Analyst confirmed that, during the audit period, no customer withdrew their verifiable consent in the audit period. The process is documented in the <i>Price a Customer - ELE procedure</i> .	NP	NR
16	Condition 4.1.1	Code clause 3.9(1)	A retailer may only use data relating to a contestable customer to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer.	4	The audit confirmed that data relating to a contestable customer is used solely to provide a quotation for electricity supply or to initiate the customer's transfer to Kleenheat. Restrictions on disclosing customer data are outlined in the <i>Privacy Policy</i> . The process is documented in the <i>Price a Customer - ELE procedure</i> .	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	4	The Commercial Analyst confirmed that, during the audit period, Kleenheat did not use	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
			contestable customers for the purposes of internal business development, if requested not to do so by the customer.		or aggregate contestable customer data for internal business development purposes. The process is documented in the <i>Price a Customer - ELE procedure</i> .		
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 Kleenheat obtains customer consent before accessing their data from Western Power or submitting a transfer request. Consent is provided either through email or recorded phone calls. Restrictions on customer data disclosure are detailed in the <i>Privacy Policy</i> . Employees are also bound by confidentiality agreements. The process is documented in the <i>Price a Customer - ELE procedure</i> .	A	1
19	Condition 4.1.1	Code Clause 3.9(4)	A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	4	The audit confirmed with the Commercial Analyst that data is retained for at least 7 years, including records of all verifiable consent obtained. The information in Oracle is obfuscated after 7 years. Explicit Informed Consent ("EIC") training is mandatory for employees servicing Electricity. The control is the <i>Data Retention and Disposal Standard</i> . The process is documented in the <i>Price a Customer - ELE 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
23	Condition 4.1.1	Code Clause 4.2(2)	A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed.	4	The audit verified that Kleenheat uses the Metering Service Centre web portal to electronically lodge separate data requests with Western Power, with each request assigned its own unique National Meter Identifier (NMI). The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</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 request or to reverse an erroneous transfer.	4	The audit verified that Kleenheat uses the Metering Service Centre web portal to send separate electronic data requests to Western Power, including the transfer reason for each request. The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i> .	A	1
25	Condition 4.1.1	Code Clause 4.4(1)	A retailer may only submit a customer transfer request if it has an access contract for the network unless it is to reverse an erroneous transfer.	4	The audit verified that Kleenheat holds a Network Access Agreement and Electricity Transfer Access Contract (ETAC) with Western Power and consistently submits customer transfer requests. This is documented in the Agreement with Western Power and the <i>Manage Customer and Network Operator Communication 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
26	Condition 4.1.1	Code Clause 4.4(2)	A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	4	The audit confirmed with the Commercial Analyst that Kleenheat avoids direct communication with other retailers to protect customer privacy. When an incoming retailer initiates a transfer, Western Power automatically informs Kleenheat to verify the process. In cases where the incoming retailer's details are missing, Kleenheat reaches out to Western Power to clarify the retailer's identity. The Commercial Analyst confirmed that no incorrect transfer requests were made during the audit period.	NP	NR
27	Condition 4.1.1	Code Clause 4.5(1)	A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.	4	The audit confirmed that Customer Transfer Requests are processed exclusively through the B2B system, which inherently restricts the number of daily transfer requests to a maximum of 100. The process is documented in the <i>Price a Customer - ELE procedure</i> .	A	1
28	Condition 4.1.1	Code Clause 4.6(3)	A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	4	Verifiable consent is obtained and recorded through non-standard contracts, which are reviewed before any Customer Transfer Requests are submitted to Western Power. In accordance with the <i>Complete Customer Transfer Process Map and Procedures</i> and Australian Consumer Law, a 10-business-day cooling-off period applies to unsolicited contracts. During this time, customers must notify Kleenheat Sales if they wish to cancel,	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
					who will then inform Kleenheat to cancel the order in the B2B system, updating the Western Power Portal accordingly. The Commercial Analyst confirmed that no customers withdrew their verifiable consent during the audit period.		
29	Condition 4.1.1	Code Clause 4.7	A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	4	The audit verified that all customer transfer requests are required to be submitted through the Western Power Portal with an assigned transfer date. The system enforces this by rejecting any requests that fall outside the allowed timeframes. The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i> .	A	1
30	Condition 4.1.1	Code Clause 4.8(2)	A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	4	The audit confirmed with the Commercial Analyst that there were no instances of customers withdrawing verifiable consent during the audit period.	NP	NR
34	Condition 4.1.1	Code Clause 4.9(6)	A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	4	The Commercial Analyst confirmed that Kleenheat collaborates with Western Power to manage any changes to nominated transfer dates as required by Customer Transfer Request (CTR) circumstances. The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and 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
37A	Condition 4.1.1	Code Clause 4.10(4) <i>From Jan.2022</i>	If a current retailer receives a notice under clause 4.10(1)(a) or 4.10(2)(c) in circumstances where clause 4.12(1)(a)(ii) applies, then the current retailer must promptly forward the notice to the other person referred to in clause 4.12(1)(a)(ii). <i>(i.e. within 1 business day notify the previous retailer of the transfer request)</i>	4	The audit verified that Kleenheat submits each data request individually through the Metering Service Centre web portal. Each request is linked to a unique National Meter Identifier (NMI). The Commercial Analyst confirmed there were no delays in processing incoming transfers. The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i> .	A	1
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 Commercial Analyst confirmed that the meters were typically read on the nominated transfer date during the audit period. Any delays due to Western Power are promptly followed up, and transfer dates adjusted accordingly. The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i> .	A	1
40	Condition 4.1.1	Code Clause 4.12(3)	The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	4	The audit verified that Kleenheat holds a valid Network Access Agreement with Western Power and consistently submits customer transfer requests. The procedure is documented in the <i>Network Access Agreement</i> .	A	1
43	Condition 4.1.1	Code Clause 4.15	In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and, if applicable, AEMO) must act in	4	The audit confirmed that Kleenheat seeks to minimise customer impact when such situations occur.	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
			good faith to ensure that the affected contestable customer has the same rights and obligations as if the erroneous transfer had not occurred.		The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i> .		
44	Condition 4.1.1	Code Clause 4.16	A verifiable consent given by a contestable customer in relation to the lodgment of a customer transfer request must be retained by the incoming retailer for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	4	The audit confirmed with the Commercial Analyst that data, including records of all verifiable consents, is retained for at least 7 years in Oracle. The process is documented in the <i>Price a Customer - ELE 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	The audit confirmed with the Commercial Analyst that when a customer initiates a transfer to Kleenheat, the contract specifies a transfer date aligned with the end date of their existing retailer. When the NMI is disassociated in Oracle, the billing rules apply and the NMI only gets billed until the supply end date. The process is documented in the <i>Electricity Billing Procedures</i> .	A	1
48	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Code Clause 5.2 <i>To Dec. 2021</i>	A network's communication rules apply in respect of data and information communication between the network operator and a retailer under this Code.	4	The audit confirmed that Kleenheat engages with Western Power through telephone, email, and the Metering Service Centre web portal. Staff are trained to interact with the network operator in line with the <i>Electricity Industry Metering Code</i> , and all relevant personnel	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
					must complete compliance training during induction, with annual refreshers thereafter. No breaches were identified during the audit period. <i>The process is documented in the Manage Customer and Network Operator Communication - ELE procedure.</i>		
48A	Condition 4.1.1	Code Clause 6.1	All notices must be in writing and delivered as described in subclauses 6.1(a)-(c).	4	The audit confirmed with the Commercial Analyst that all notices are provided by post or electronically, to the recipient's notified electronic communication address. <i>The process is documented in the Manage Customer and Network Operator Communication - ELE procedure.</i>	A	1
49	Condition 4.1.1	Code Clause 6.2	A licensee's notice in relation to a data request or customer transfer request must identify the connection point to which it relates.	4	The audit confirmed that all customer transfers and data requests are required to be submitted through the Western Power Portal using the National Meter Identifier (NMI) as the reference. Once an order is created in Oracle, the associated NMI is recorded and used to match the transfer request within the WPP system. <i>The process is documented in the Sign Up New Customer and the Complete Customer Transfer Process Map and Procedures, and the Price a Customer - ELE procedure.</i>	A	1
52	Condition 4.1.1	Code Clause 6.4(1)	A retailer must notify its contact details to a network operator within three business days of a request.	4	The audit confirmed that Western Power did not request updated contact details from Kleenheat during the audit period, as no	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
					changes occurred. Western Power holds all necessary contact information on record.		
53	Condition 4.1.1	Code Clause 6.4(2)	A retailer must notify the network operator of any change in its contact details at least three business days before the change takes effect.	4	The audit confirmed that Kleenheat's contact details remained unchanged throughout the audit period. The process is documented in the <i>Manage Customer and Network Operator Communication - ELE</i> procedure.	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	The audit confirmed that Kleenheat and Western Power communicate via the Metering Service Centre web portal. This portal maintains up-to-date electronic communication addresses and supports Kleenheat in meeting its obligations for handling automated response messages. The <i>Network Access Agreement</i> between Kleenheat and Western Power, along with Western Power's <i>Communication Rules</i> , outlines the approved methods and protocols for information and data exchange as required under the Code.	A	1
55	Condition 4.1.1	Code Clause 7.1(1)	For a dispute in respect of a matter under, or in connection with, the Electricity Industry Customer Transfer Code, the disputing parties must meet, within five business days of a request by one of those parties, and attempt to resolve the dispute	4	The Commercial Analyst confirmed that any disputes would be escalated to senior management, and no disputes related to the Code were reported during the audit period. A review of the Complaints Tracker found no complaints associated with the Customer Transfer Code 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
			through negotiations that are conducted in good faith.				
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

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 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 audit confirmed that customers receive a Non-Standard Contract and Accompanying Terms and Conditions (bundled and unbundled) meets the required standards. The control is the <i>Non-Standard Contract</i> . A review of the non-standard contracts verified it is written in clear, simple, and concise language, making it easy to understand.	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 Non-Standard Contract (bundled and unbundled) includes a Contract Start Date and right to cancel within 10 business days of signing the Agreement. It states that the contract becomes effective upon Kleenheat's acceptance of the offer detailed in the customer schedule and remains in effect until the contract or its term expires. Also, at least 20 days' notice if a fixed term contract.	A	1
81	Condition 4.1.1	Regulation 7	A non-standard contract must specify certain information about the retailer.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) include all the necessary information about the retailer.	A	1
82	Condition 4.1.1	Regulation 8	A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) detail the provision of electricity supply services.	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
83	Condition 4.1.1	Regulation 9	A non-standard contract must require the customer to pay for electricity supplied under the contract.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) obligate the customer to pay for the electricity supplied.	A	1
84	Condition 4.1.1	Regulation 10	A non-standard contract must prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) include the necessary provisions prohibiting tampering with or bypassing network equipment.	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 Non-Standard Contract (bundled and unbundled) outline the necessary conditions regarding disconnection of supply and reconnection requirements.	A	1
86	Condition 4.1.1	Regulation 12 <i>To Dec. 2022</i>	A non-standard contract must require the retailer to deal with security deposits and the payment of interest in the manner that is specified.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) specify the required terms related to security deposits and the applicable interest.	A	1
86A	Condition 4.1.1	Regulation 12 <i>From 20 February 2023</i>	If a customer contract provides for a benefit change, the contract must state that the retailer is required to inform the customer, in the time period prescribed, the benefit change, the options for supply available after the date of the benefit change and describe the way in which the retailer must give that information to the customer.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) outline the necessary conditions regarding pricing and tariff details, including any applicable adjustments. The audit also confirmed the Non-Standard Contract (bundled and unbundled) outline the conditions related to contract amendments without customer consent, including requirements for notifying the customer of	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
					changes and the customer's right to terminate the contract if they do not agree.		
87	Condition 4.1.1	Regulation 13 <i>Amended 20 February 2023</i>	A non-standard contract must describe the prices payable and the circumstances in which the prices are payable, plus the way the retailer publishes and gives notice of variations to its prices information.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) outline the necessary conditions regarding pricing and tariff details, including any applicable adjustments.	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 Non-Standard Contract (bundled and unbundled) provide the required information concerning the preparation, issuance, and review of bills.	A	1
89	Condition 4.1.1	Regulation 15	A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) include the necessary details regarding the termination (ending) of the contract.	A	1
90	Condition 4.1.1	Regulations 16(1A), 16(2) and 34 <i>Amended 20 February 2023</i>	A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent where the amendment is required for the contract to remain consistent with a written law. A non-standard contract must describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) outline the conditions related to contract amendments without customer consent, including requirements for notifying the customer of changes and the customer's right to terminate the contract if they do not agree.	A	1

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
			contract must require the retailer to notify the customer of any amendment to the contract.				
91	Condition 4.1.1	Regulation 17	A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) specify the required conditions regarding any assignment of the contract, whether with or without the customer's consent, including the obligation to notify the customer as soon as reasonably practicable before or after the assignment.	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.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) detail the procedures for handling customer complaints.	A	1
93	Condition 4.1.1	Regulation 19 <i>From 20 February 2023</i>	A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially. <i>The customer contract must specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge.</i>	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) outline the processes in place to safeguard the confidentiality of customer information and include references to the Privacy Policy being available on the website.	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	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) include the required provisions relating to governing legislation, notices, and the use of electronic communication.	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
			given and the use of electronic communication by the retailer.				
95	Condition 4.1.1	Regulation 21	A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) do not exclude any provisions of the Code, other than those permitted under section 1.10 of the Code.	A	1
96	Condition 4.1.1	Regulation 32	A non-standard contract must include details about the cooling off period specified in the regulation.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) allows customers to terminate the contract within a 10-business-day cooling-off period, regardless of whether the contract was unsolicited.	A	1
97	Condition 4.1.1	Regulation 33(2)	A non-standard contract must allow the customer to terminate the contract at any time with no less than 5 days' notice.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) for non-fixed-term contracts include the necessary provisions regarding contract termination being at least 5 days' notice from the customer.	A	1
98	Condition 4.1.1	Regulations 33(3) and (4)	A non-standard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) for fixed-term contracts include the necessary provisions regarding contract termination being at least 20 days' notice from the customer.	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
98A	Condition 4.1.1	Regulation 34A <i>From 20 February 2023</i>	A non-standard fixed term contract must detail the contract expiry date, customer options available for supply following expiry, the terms and conditions that apply after expiry and the way the retailer will provide the notification in the manner specified.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) for fixed-term contracts include the necessary provisions regarding contract termination.	A	1
98C	Condition 4.1.1	Regulation 34C <i>From 20 February 2023</i>	A non-standard contract, entered into by a non-residential customer, is required to state whether the customer must pay a security deposit, how the amount of the security deposit is calculated, the maximum amount the retailer may request, when the retailer may use the security deposit to offset the amounts owed by the customer and when the retailer must repay the security deposit.	4	The audit confirmed the Non-Standard Contract (bundled and unbundled) includes the necessary provisions regarding security deposits being a payment deduction authority or a refundable advance.	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
100	Condition 6.8.1	Electricity Industry (Customer Contracts) Regulations, regulation 38	If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information.	4	This situation may arise when a business discontinues operations at a particular premise and a new business begins consuming electricity without notifying Kleenheat. Upon receiving meter reads from Western Power for a vacant site, Kleenheat issues a notice to the occupant within five business days. Until a new contract is agreed upon, the Standard Contract remains in effect by default.. The process is documented in the <i>ELE Occupier – Process Overview</i> procedure.	A	1
Electricity Industry Act 2004							
101	Condition 5.3.1	Section 13(1) <i>From June 2020</i>	A licensee must provide the ERA with a performance audit conducted by an independent expert acceptable to the ERA, not less than once every 24 months (or any longer period that the ERA allows).	4	The previous Performance Audit report for the period 1 July 2017 to 30 June 2021 was provided to the ERA. This audit report for the period 1 July 2021 to 30 June 2025 will be provided to the ERA.	A	1
105	Condition 4.2.1	ERA (Licensing Funding) Regulations 2014	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i> .	4	The audit reviewed the invoices and remittances to the ERA for 2021/22, 2022/23 and 2023/24 and confirmed the fees had been paid to the ERA. The invoices are retained in Oracle and required for payment processing.	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	4	The Commercial Analyst confirmed that Kleenheat relies on Western Power (WP) to minimise interruptions or restrictions to	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
			restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.		<p>electricity supply and directs customers to WP's 24/7 emergency telephone line when necessary. The audit confirmed that Kleenheat has taken reasonable steps to reduce the extent and duration of any interruptions, suspensions, or restrictions to supply.</p> <p>A review of the Complaint Tracker (Electricity Small Business User) found no complaints related to supply interruptions during the audit period.</p> <p>Procedures for handling complaints are outlined in the <i>Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process</i> procedures.</p>		
108	Condition 6.4.1	Section 54(1)	A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract that complies with the Act.	4	The Commercial Analyst confirmed that all customers are either on non-standard contracts or Standard Form Contracts (SFC). The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i> .	A	1
109	Condition 6.6.1	Section 54(2)	A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified.	4	The audit confirmed that Kleenheat complied with the ERA's direction to review its Standard Form Contract from 1 July 2024. The approved contract was included on the ERA website from 3 July 2024.	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
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	The Commercial Analyst and review of Kleenheat's annual Performance Reports to the ERA confirmed that Kleenheat does not supply electricity to residential customers and is not designated as 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	<p>The audit confirmed that Kleenheat is a member of the Energy and Water Ombudsman WA (EWOWA) scheme, as noted on the EWOWA website, and operates in accordance with the scheme's requirements. Kleenheat's website includes information to contact the EWOWA for cases where a customer is not satisfied with the outcome of their complaint.</p> <p>There was one (1) instance where a customer escalated a complaint to the EWOWA in the audit period. The instance occurred on 19 February 2025, and is recorded on the Complaint Tracker. The instance was resolved, with confirmation received on 12 June 2025 from the EWOWA.</p>	A	1
114	Condition 6.3.1	Section 11	A licensee must ensure that an electricity marketing agent of the licensee complies with the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2022</i> .	4	The Commercial Analyst confirmed that that Kleenheat does not use external marketing agents.	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
116	Condition 6.4.2	Section 11	A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified.	4	The audit confirmed that Kleenheat complied with the ERA's direction to review its Standard Form Contract from 1 July 2024. The approved contract was included on the ERA website from 3 July 2024.	NP	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	The audit confirmed that Kleenheat complied with the ERA's direction to review its Standard Form Contract from 1 July 2024. The approved contract was included on the ERA website from 3 July 2024.	NP	1
118	Condition 6.5.1	Section 11	A licensee can only amend the standard form contract with the ERA's approval.	4	The audit confirmed that Kleenheat complied with the ERA's direction to review its Standard Form Contract from 1 July 2024. The approved contract was included on the ERA website from 3 July 2024.	NP	1
119	Condition 4.3.1	Section 11	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.	4	The audit confirmed by review of the Wesfarmers Annual Reports for 2021/22, 2022/23 and 2023/24 that Kleenheat complied with the accounting standards.	NP	1
120	Condition 5.2.4	Section 11	A licensee must comply with any individual performance standards prescribed by the ERA.	4	The audit confirmed by review of the Licence that there were no individual performance standards prescribed by the ERA.	NP	NR
121	Condition 5.3.2	Section 11	A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit.	4	The previous Performance Audit report (September 2021) was accepted by the ERA. This audit will also comply with the ERA's requirements.	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
					Our audit procedures comply with the 2019 Audit and Review Guidelines (updated August 2022).		
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	The audit confirmed by review of the Wesfarmers Annual Reports for 2021/22, 2022/23 and 2023/24 that Kleenheat was not under any external administration and there have been no significant changes that would affect Kleenheat's ability to meet its licence obligations.	NP	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.	4	The audit sighted the annual Compliance and Performance Reports submitted to the ERA for 2021/22, 2022/23 and 2023/24 and confirmed they were submitted by the required due dates and in the prescribed format. <i>The control is the Compliance Tracker – Electricity.</i>	A	1
125	Conditions 3.8.1 and 3.8.2	Section 11	A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.	4	The audit confirmed that the Annual Performance Reports for 2020/21, 2021/22, 2022/23 and 2023/24 have been published on the Kleenheat website as directed by the ERA.	NP	1
126	Condition 3.7.1	Section 11	All notices must be in writing, unless otherwise specified.	4	The Commercial Analyst confirmed that all correspondence between the ERA and Kleenheat is via email or mail. All communication is retained for auditing purposes.	NP	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
Code of Conduct for the Supply of Electricity to Small Use Customers 2022 (and previously 2018)							
MARKETING							
129A	Condition 6.3.1	Code of Conduct Clause 8 <i>From 20 February 2023</i>	A retailer must ensure that its electricity marketing agents comply with Part 2	4	The Commercial Analyst confirmed that that Kleenheat 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).	3	<p>In the 2023/24 Compliance Report to ERA, Kleenheat identified eleven (11) breaches during the reporting period, affecting eleven customers.</p> <p>Following the expiration of fixed-term contracts, business customers are offered ongoing supply under Kleenheat's standard form contract. Kleenheat found 11 instances where the date the standard form contract was entered into was not correctly recorded in Oracle. The breaches stem from a new process that did not adequately address the step to record the date of the new contracts. The process has been revised from December 2023 to ensure accurate recording of the date the contract is entered into, and all records have been corrected accordingly.</p> <p>As this is a minor non-compliance and has been corrected in the audit period, no further recommendation is made.</p> <p>The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i>.</p>	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
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.	3	The audit confirmed the required information is provided to small use customers as part of the contract terms and conditions and the information is included on the electricity invoices under the 'useful information' section.	A	1
132	Condition 6.3.1	Code of Conduct Clause 10(1) <i>From 20 Feb. 2023</i>	A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 10(1).	4	<p>Through review of relevant documentation, it was noted that Kleenheat ensure that they record in Oracle the date that the Non-Standard Form Contract was entered into. Kleenheat also obtain verifiable consent from their customers that a contract has been entered into before the contract can progress, and a record of the customers verifiable consent is saved to their customer file.</p> <p>Kleenheat provide a copy of the contract and the relevant terms and conditions to a customer, at no charge, at the time the contract is entered into. In the event that the non-standard form contract was entered into over the telephone, a copy of the contract will be provided as soon as possible, but not more than 5 business days after contract was entered into. Therefore, complying with the requirements of the obligation.</p> <p>The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i>.</p>	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
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.	3	<p>The previous audit noted there were 104 breach instances of this obligation in 2020/21 affecting 104 customers. There were also 4 breaches in 2021/22 affecting 4 customers.</p> <p>This breach was caused by the electricity sales process not complying with the requirements under clause 2.3(2)(b)(i) of the Code for non-standard form contract customers. This breach was identified during a review of the electricity sales process. To prevent recurrences of this breach the electricity sale process was amended, with the inclusion of additional communications in the offer document providing customers with how to access a copy of the Code. This change was implemented by August 2021.</p> <p>From review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract.</p> <p>As this is a minor non-compliance and has been rectified, no further recommendation is made.</p> <p>The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i>.</p>	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
133A	Condition 6.3.1	Code of Conduct Clause 10(3) <i>From 20 Feb. 2023</i>	If subclause (4) applies, when a customer enters into a non-standard contract with a retailer, the retailer or an electricity marketing agent must give the information specified in clause 10(3)	4	Subclause 4 applies if the customer has been provided with the information within the past 12 months or the customer has been informed how to obtain the information. From review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract. The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i> .	A	1
135	Condition 6.3.1	Code of Conduct Clause 10(5) <i>Amended 20 Feb. 2023</i>	Subject to subclause 10(4), a retailer or electricity marketing agent must obtain the customer's verifiable confirmation that the specified information in subclause 10(2) has been provided.	4	From review of documentation, the audit confirmed that the customers' consent was obtained to confirm the required information has been given in the introductory pack. The customer consent is checked prior to processing the contract. The process is documented in the <i>Sign Up New Customer</i> and the <i>Complete Customer Transfer Process Map and Procedures</i> .	A	1
137	Condition 6.3.1	Code of Conduct Clause 11(2) <i>Amended 20 Feb. 2023</i>	A retailer or electricity marketing agent must provide contact details, including their telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business hours for the purposes of enquiries, verifications and complaints.	4	The contact details of Kleenheat are published on the website, and contract provided to the customer. The audit confirmed that customers were able to contact Kleenheat during normal business hours of 9am to 5pm weekdays. There is also a 24-hour emergency number to Western Power that was available during the audit period.	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 information is documented on Kleenheat's website and in the <i>Standard Contract and Non-Standard Contract</i> .		
138	Condition 6.3.1	Code of Conduct Clause 12(1) <i>Amended 20 Feb. 2023</i>	A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 12(1).	4	The Commercial Analyst confirmed that the specified contact numbers would be provided upon request from a customer. The information is documented on Kleenheat's website and in the <i>Standard Contract and Non-Standard Contract</i> .	A	1
139	Condition 6.3.1	Code of Conduct Clause 12(2) <i>Amended 20 Feb. 2023</i>	A retailer or electricity marketing agent who meets with a customer face to face must: <ul style="list-style-type: none"> display a clearly visible and legible identity card showing the information specified in subclause 12(2)(a); and provide the written information specified in subclause 12(2)(b) as soon as practicable following a request by the customer. 	4	The Commercial Analyst confirmed there may be face to face contact with customers for the purposes of marketing in the audit period. If there was any contact with customers, the employee would have an identity card. The audit confirmed that Accounts Managers have marketing IDs which they carry with them at all times, including visits to premises. The requirements for identification and the information to be provided in writing are included in the staff training programme.	A	1
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 obligation for employees to comply with any clearly visible signs that indicate that canvassing is not permitted, or that no advertising material is to be left at the premises is included and made apparent to Kleenheat employees upon conducting this training.	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 Commercial Analyst confirmed that employees complied with any signs at a person's premises. There were no complaints received in the audit period. The requirements for identification are included in the staff training programme.		
141	Condition 6.3.1	Code of Conduct, clause 2.9 <i>To Jan. 2022</i>	An electricity marketing agent must keep a record of complaints from customers or persons who are contacted by, or on behalf of, the electricity marketing agent for the purposes of marketing; and provide the electricity ombudsman with all of the information that it has relating to a complaint, within 28 days of receiving a request for that information.	4	The Commercial Analyst confirmed they have not used any electricity marketing agents in the audit period.	NP	NR
142	Condition 6.3.1	Code of Conduct, clause 2.10 <i>To Jan. 2022</i>	An electricity marketing agent must keep a record, or other information, required under the Code for at least 2 years after the last time that a customer or person was contacted by, or on behalf of, the electricity marketing agent, or after receipt of the last contact from, or on behalf of, the electricity marketing agent, whichever is later.	4	The Commercial Analyst confirmed they have not used any electricity marketing agents in the audit period	NP	NR
CONNECTION							

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
143	Condition 6.3.1	Code of Conduct Clause 18(1) <i>Amended 20 Feb. 2023</i>	If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the distributor.	4	The audit confirmed that customer requests for electricity supply are forwarded to the distributor, Western Power, There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. The process is documented in the <i>Sign Up New Customer and the Complete Customer Transfer Process Map and Procedures</i> .	A	1
144	Condition 6.3.1	Code of Conduct Clause 18(2) <i>Amended 20 Feb. 2023</i>	A retailer must forward the customer's request for the Connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.	4	From review of the Complaints Register, there have been no complaints in the audit period from customers associated with new connection requests not being submitted in a timely manner. The process is documented in the <i>Sign Up New Customer and the Complete Customer Transfer Process Map and Procedures</i> .	A	1
BILLING							
145	Condition 6.3.1	Code of Conduct Clause 19.1 <i>Amended 20 Feb. 2023</i>	A retailer must issue a bill, at least once every 100 days except for the circumstances specified in subclause 19(2).	4	The audit confirmed that the billing system in Oracle is set up to issue bills on monthly cycles. Review a sample of 30 invoices over the audit period confirmed compliance. The control is that bills are reviewed prior to issue as per the billing process documented in the <i>Electricity Billing 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
146	Condition 6.3.1	Code of Conduct Clause 4.2(1) <i>To 19 Feb. 2023</i>	For the purposes of subclause 4.1(a)(ii), a retailer has given a customer notice if, prior to placing a customer on a shortened billing cycle, the retailer advises the customer of the information specified in subclause 4.2(1).	4	The Commercial Analyst confirmed that Kleenheat did not offer the option of shortened billing cycle in the audit period.	NP	NR
146A	Condition 6.3.1	Code of Conduct Clause 20(1) <i>From 20 Feb. 2023</i>	A retailer must not place a customer on a shortened billing cycle unless subclause 20(2) applies.	4	The Commercial Analyst confirmed that Kleenheat did not offer the option of shortened billing cycle in the audit period.	NP	NR
148	Condition 6.3.1	Code of Conduct Clause 20(3) <i>Amended 20 Feb. 2023</i>	A retailer must give a customer notice with the information specified in 20(3) within 10 business days after placing the customer on a shortened billing cycle under subclause 20(2)..	4	The Commercial Analyst confirmed that Kleenheat did not offer the option of shortened billing cycle in the audit period.	NP	NR
149	Condition 6.3.1	Code of Conduct Clause 20(4) <i>Amended 20 Feb. 2023</i>	A retailer must ensure that a shortened billing cycle under subclause 20(2) must be at least 10 business days.	4	The Commercial Analyst confirmed that Kleenheat did not offer the option of shortened billing cycle in the audit period.	NP	NR
150	Condition 6.3.1	Code of Conduct Clause 20(5) <i>Amended 20 Feb. 2023</i>	On request, a retailer must return a customer who is subject to a shortened billing cycle under subclause 20(2), to the billing cycle that previously applied if the customer has paid 3 consecutive bills by the due date.	4	The Commercial Analyst confirmed that Kleenheat did not offer the option of shortened billing cycle 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
151	Condition 6.3.1	Code of Conduct Clause 20(6) <i>Amended 20 Feb. 2023</i>	A retailer must inform a customer, who is subject to a shortened billing cycle under subclause 20(2), at least every 3 months about the conditions upon which the customer can upon request be returned to the previous billing cycle under subclause 20(6).	4	The Commercial Analyst confirmed that Kleenheat did not offer the option of shortened billing cycle in the audit period.	NP	NR
152	Condition 6.3.1	Code of Conduct Clause 4.3(1) <i>To 19 Feb. 2023</i>	Notwithstanding clause 4.1, on receipt of a request by a customer, a retailer may provide the customer with a bill that reflects a bill-smoothing arrangement with respect to any 12-month period.	4	The Commercial Analyst confirmed there were no instances of customers being placed on a bill smoothing arrangement in the audit period.	NP	NR
153	Condition 6.3.1	Code of Conduct Clause 4.3(2) <i>To 19 Feb. 2023</i>	If a retailer provides a customer with a bill under a bill smoothing arrangement, the retailer must ensure that the conditions specified in subclause 4.3(2) are met.	4	The Commercial Analyst confirmed there were no instances of customers being placed on a bill smoothing arrangement in the audit period.	NP	NR
154	Condition 6.3.1	Code of Conduct Clause 4.4 <i>To 19 Feb. 2023</i>	A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address.	4	The audit confirmed by review of a sample of 30 customer invoices in the audit period that bills are sent to the supply address, PO box nominated or email address. This obligation is documented in the Non-Standard Contract (bundled and unbundled).	A	1
155	Condition 6.3.1	Code of Conduct Clause 4.5(1) <i>To 19 Feb. 2023</i>	A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.	3	The 2020/21 Compliance Report to ERA noted 684 instances were caused by unbundled invoices not being sent to customers compliant with cl.4.5(1)(dd) and cl.4.5(1)(d)(ii) of the Code in respect of showing the consumption graph and the loss	B	2

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					<p>adjusted volume associated with the customers usage. This breach affected 57 customers. The billing information was corrected in March 2022. However, there was a further non-compliance due to a system defect from November 2023 to December 2024. This was corrected from March 2025. As this is a minor non-compliance and has been resolved, no further recommendation is made.</p> <p>The 2020/21 Compliance Report also noted 63 instances were caused by invoicing occupier customers without the appropriate name on the invoice as required under cl.4.5(1)(y) of the Code. This breach affected 11 customers. A process was deployed from May 2022 to manage occupier accounts until the Code is amended, enabling invoices to be sent to occupiers without the customer name. As this is a minor non-compliance and has been rectified, no further recommendation is made.</p> <p>The review of a sample of 30 customer invoices in the audit period confirmed that the minimum required information has been included with the exception of the usage graph from November 2023 to December 2024. As this is a minor non-compliance and has been rectified, no further recommendation is made.</p>		

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					The prescribed billing information is included in the Oracle billing engine as per the billing process documented in the <i>Electricity Billing Procedures</i> .		
155A	Condition 6.3.1	Code of Conduct Clause 21(1) <i>From 20 Feb. 2023</i>	In addition to any information required to be included on a customer's bill under another provision of this code, a retailer must include the information set out in subclauses 21(2), (3), (4), (5) and (6).	3	The review of a sample of 30 customer invoices in the audit period confirmed that the required information has been included except for the usage graph on invoices from November 2023 to December 2024. As this is a minor non-compliance and has been rectified, no further recommendation is made. The prescribed billing information is included in the <i>Oracle billing engine</i> .	B	2
156	Condition 6.3.1	Code of Conduct Clause 21(9) <i>Amended 20 Feb. 2023</i>	If a retailer wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, no later than the next bill in the customer's billing cycle.	4	The audit confirmed from review of a sample of 30 customer invoices that customers with historical debt are advised of this on each bill. The required information is part of the standard billing templates. The prescribed billing information is included in the <i>Oracle billing engine</i> .	A	1
157	Condition 6.3.1	Code of Conduct Clause 4.6 <i>To 19 Feb. 2023</i>	Subject to clauses 4.3 and 4.8, a retailer must base a customer's bill on the following: <ul style="list-style-type: none"> the distributor's or metering agent's reading of the meter at the customer's supply address; 	4	The audit confirmed by review of a sample of 30 customer invoices that they include the required information on the meter reading or reference to any estimated billings based on estimated meter readings provided by Western Power.	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
			<ul style="list-style-type: none"> the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or if the connection point is a Type 7 connection point, the procedure is set out in the metrology procedure or Metering Code, or as set out in any applicable law. 		This is an automated process based on the data extracted from the Western Power data file and the flag on an account/billing.		
157A	Condition 6.3.1	Code of Conduct Clause 22(1) <i>From 20 Feb. 2023</i>	A retailer must base a customer's bill on the criteria specified in 22(1).	4	<p>The audit confirmed by review of a sample of 30 customer invoices that they include the required information on the meter reading or reference to any estimated billings based on estimated meter readings provided by Western Power.</p> <p>This is an automated process based on the data extracted from the WP data file and the flag on an account/billing.</p>	A	1
157B	Condition 6.3.1	Code of Conduct Clause 22(2) <i>From 20 Feb. 2023</i>	A bill will be taken to comply with subclause 21(1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the retailer and the customer.	4	<p>The audit confirmed by review of a sample of 30 customer invoices that they include the required information on the meter reading or reference to any estimated billings based on estimated meter readings provided by Western Power.</p> <p>This is an automated process based on the data extracted from the WP data file and the flag on an account/billing.</p>	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
158	Condition 6.3.1	Code of Conduct Clause 22(3) <i>Amended 20 Feb. 2023</i>	.If a retailer is required to comply with subclause 22(1)(a), the a retailer must use its best endeavours to ensure that an actual value is obtained as frequently as required to prepare its bills.	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every month. Automated meters provide ongoing meter readings which are provided by Western Power. The prescribed billing information is included in the Oracle billing engine as per the billing process documented in the <i>Electricity Billing Procedures</i> .	A	1
158A	Condition 6.3.1	Code of Conduct Clause 22(4) <i>From 20 Feb. 2023</i>	The retailer must ensure that the customer is provided with a written record of any method agreed between the retailer and the customer under subclause 22(1)(c)	4	The audit confirmed by review of the standard contract and non-standard contract (bundled and unbundled) that they provide a written record of the billing method agreed with the customer. The control is the <i>Standard Contract and Non-Standard Contract</i> .	A	1
159	Condition 6.3.1	Code of Conduct Clause 4.8(1) <i>To 19 Feb. 2023</i>	If a retailer is unable to reasonably base a bill on a reading of the meter, a retailer must give the customer an estimated bill.	4	The audit confirmed by review of an example of an estimated invoice that it includes reference to any estimated billings based on estimated meter readings provided by Western Power. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</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
160	Condition 6.3.1	Code of Conduct Clause 23(1) <i>Amended 20 Feb. 2023</i>	A retailer has based a customer's bill on an estimate, a retailer must clearly specify on the bill the information required under subclause 23(1).	4	The audit confirmed by review of an example of an estimated invoice that it includes reference to any estimated billings based on estimated meter readings provided by Western Power. The information is documented on the electricity invoice, , <i>Standard Contract and Non-Standard Contract</i> .	A	1
161	Condition 6.3.1	Clause 23(2) <i>Amended 20 Feb. 2023</i>	On request, a retailer must provide a customer of the basis and the reason for the estimation.	4	The Commercial Analyst confirmed that customers with an estimated billing are provided, upon request, with any further information on the basis and reasons for estimation. The process is documented in the <i>Manage Customer and Network Operator Communication - ELE procedure</i> .	A	1
162	Condition 6.3.1	Code of Conduct Clause 4.9 <i>To 19 Feb. 2023</i>	In accordance with clause 4.19, if a retailer gives a customer an estimated bill and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading.	4	As Western Power replaces estimated meter readings with actuals, Kleenheat reflects this on customer bills with the necessary adjustments. The information is documented on the electricity invoice, <i>Standard Contract and Non-Standard Contract</i> .	A	1
163	Condition 6.3.1	Code of Conduct Clause 24(2) <i>Amended 20 Feb. 2023</i>	If a customer satisfies the requirements specified in subclause 24(1), a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading.	4	As per obligation 162.	A	1

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
164	Condition 6.3.1	Code of Conduct Clause 4.11(1) <i>To 19 Feb. 2023</i>	If a customer requests the meter to be tested, and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so.	4	The Commercial Analyst confirmed there were no request for meter tests in the audit period.	NP	NR
165	Condition 6.3.1	Code of Conduct Clause 4.11(2) <i>To 19 Feb. 2023</i>	If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.	4	The Commercial Analyst confirmed there were no request for meter tests in the audit period.	NP	NR
166	Condition 6.3.1	Code of Conduct Clause 25(2) <i>Amended 20 Feb. 2023</i>	If a retailer offers alternative tariffs and a customer meets the circumstances in subclause 25(1)(a) and (b), the retailer must transfer the customer to the other tariff within 10 business days of the customer satisfying subclause 25(1)(b).	4	The audit confirmed that Kleenheat offers alternative tariffs. There is only one tariff offered in the Standard Form Contract, and customers can negotiate tariffs under the Non-Standard Form Contract. The Commercial Analyst confirmed that customers are transferred within 10 business days and with the effective date of the next meter reading.	NP	1
166A	Condition 6.3.1	Code of Conduct Clause 25(3) <i>From 20 Feb. 2023</i>	If a customer transfers from one tariff to another under clause 25, the effective date is as subscribed under subclause 25(3).	4	The audit confirmed that Kleenheat offers alternative tariffs. There is only one tariff offered in the Standard Contract, and customers can negotiate tariffs under the Non-Standard Contract. The Commercial Analyst confirmed that customers are transferred within 10 business days and with the effective date of the next meter reading.	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
167	Condition 6.3.1	Code of Conduct Clause 26(2) <i>Amended 20 Feb. 2023</i>	If a customer is no longer eligible to receive a tariff, a retailer must notify the customer prior to changing the customer to another tariff.	4	The audit confirmed that Kleenheat offers alternative tariffs. There is only one tariff offered in the Standard Contract, and customers can negotiate tariffs under the Non-Standard Contract. The process is documented in the <i>Notify Changes in Prices, Fees or Charges - ELE</i> procedure.	A	1
168	Condition 6.3.1	Code of Conduct Clause 4.14(1) <i>To 19 Feb. 2023</i>	If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request.	4	The audit confirmed from review of an example of a final bill, that final bills are issued in accordance with the customer's request. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	1
169	Condition 6.3.1	Code of Conduct Clause 4.14(2) <i>To 19 Feb. 2023</i>	Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time.	4	The Commercial Analyst confirmed there were no instances of a customer account in a credit position when the final bill was generated during the audit period.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
170	Condition 6.3.1	Code of Conduct Clause 4.14(3) <i>To 19 Feb. 2023</i>	If a customer's account is in credit at the time of account closure and the customer owes a debt to a retailer, the retailer may use that credit to offset the debt owed to the retailer by giving the customer written notice. If any amount remains after the set off, the retailer must ask the customer for instructions to transfer the remaining amount in accordance with subclause 4.14(2).	4	The Commercial Analyst confirmed there were no instances of a customer account in a credit position when the final bill was generated during the audit period.	NP	NR
171	Condition 6.3.1	Code of Conduct Clause 27(1) <i>Amended 20 Feb. 2023</i>	If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill on request by the customer, subject to the customer paying: <ul style="list-style-type: none"> that portion of the bill under review that the customer and the retailer agree is not in dispute. an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute). 	4	The Commercial Analyst confirmed that bill reviews for small use customers have been completed when requested. The right of a customer to obtain a meter test/dispute resolution is covered under the contract, including both internal and external complaint handling details. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	1
172	Condition 6.3.1	Code of Conduct, Clause 27(2) <i>Amended 20 Feb. 2023</i>	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). 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	4	The Commercial Analyst confirmed that bill reviews for small use customers have been completed when requested. The right of a customer to obtain a meter test/dispute resolution is covered under the contract, including both internal and external complaint handling details.	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
			complaints and dispute resolution procedures and details about making a complaint to the electricity industry ombudsman.		The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .		
173	Condition 6.3.1	Code of Conduct Clause 27(2)(b) <i>Amended 20 Feb. 2023</i>	If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must comply with clause 29 or 30 as the case requires and may require the customer to pay the amount (if any) of the bill that is outstanding.	4	The audit reviewed 5 customer complaints requiring bill review in the audit period and confirmed that where the bill was incorrect, an adjustment was made. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	1
174	Condition 6.3.1	Code of Conduct Clause 27(3) <i>Amended 20 Feb. 2023</i>	A retailer must inform a customer of the outcome of the review of a bill as soon as practicable after it is completed. .	4	The audit reviewed 4 customer complaints requiring bill review in the audit period and confirmed that the customer was informed of the outcome as soon as practicable. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	1
175	Condition 6.3.1	Code of Conduct, Clause 27(4) <i>Amended 20 Feb. 2023</i>	If a retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must notify the customer with notification of the status of the review as soon as practicable after the expiration of that period. .	4	The audit reviewed 4 customer complaints requiring bill review in the audit period. 2 complaints took longer than 20 days to resolve. The customer was kept informed of the progress of the review and was informed of the outcome as soon as practicable. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					<i>Standard Contract and Non-Standard Contract.</i>		
175A	Condition 6.3.1	Code of Conduct Clause 28(1) <i>From 20 Feb. 2023</i>	If a customer, after receiving a bill, requests that the energy data be checked or the meter be tested, the retailer must arrange for a check of the energy data or testing of the meter (as the case requires).	4	The Commercial Analyst confirmed there were no meter test requests in the audit period. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	NR
175B	Condition 6.3.1	Code of Conduct Clause 28(3) <i>From 20 Feb. 2023</i>	If the energy data is checked and found to be incorrect or the meter is tested and found to be defective, the retailer must refund any payment made under subclause 28(2).	4	As noted in obligation 175A, there were no meter readings found to be incorrect. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	NR
176	Condition 6.3.1	Code of Conduct, Clause 29(1) <i>Amended 20 Feb. 2023</i>	If a retailer proposes to recover an amount undercharged as a result of an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), a retailer must do so in the manner specified in subclause 29(1).	4	The Commercial Analyst confirmed there were no undercharges in the audit period. Kleenheat invoices customers in accordance with the meter readings received from Western Power, be they actual or estimated reads. Any adjustments are made, upon receipt of replacement meter reads from Western Power, on the customer's next invoice. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</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
177	Condition 6.3.1	Code of Conduct, Clause 30(1) <i>Amended 20 Feb. 2023</i>	<p>If a customer (including a customer who has vacated the supply address) has been overcharged the retailer must:</p> <ul style="list-style-type: none"> • use its best endeavours to inform the customer of the amount overcharged within 10 business days after the retailer becomes aware of the overcharging, and • subject to this clause ask the customer for instructions for the credit or repayment of the amount 	4	The Commercial Analyst confirmed there were no overcharges in the audit period. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	NR
178	Condition 6.3.1	Code of Conduct Clause 30(2) <i>Amended 20 Feb. 2023</i>	<p>A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.</p> <p>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.</p>	4	As per obligation 177.	A	NR
179	Condition 6.3.1	Code of Conduct Clause 30(3) <i>Amended 20 Feb. 2023</i>	If a retailer does not receive instructions under subclause 30(1) within 5 business days after making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's next bill.	4	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
180	Condition 6.3.1	Code of Conduct Clause 4.18(6) <i>To 19 Feb. 2023</i>	Where the amount overcharged is less than \$100, a retailer may proceed to deal with the matter as outlined in subclause 4.18(6).	4	As per obligation 177.	A	NR
181	Condition 6.3.1	Code of Conduct Clause 30(6) <i>Amended 20 Feb. 2023</i>	Despite subclauses 30(1) to (5), if a customer has been overcharged and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the amount overcharged to off-set the debt	4	As per obligation 177.	A	NR
181B	Condition 6.3.1	Code of Conduct Clause 30(8) <i>From 20 Feb. 2023</i>	If there remains an amount in credit after a set-off under subclause 30(6), the retailer must deal with the amount in accordance with subclauses 30(1) to (4) (depending on the amount that remains in credit).	4	As per obligation 177.	A	NR
182	Condition 6.3.1	Code of Conduct Clause 4.19(1) <i>To 19 Feb. 2023</i>	If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of a customer, the retailer must comply with the requirements specified in subclause 4.19(1).	4	The Commercial Analyst confirmed there were no undercharges in the audit period. Kleenheat invoices customers in accordance with the meter readings received from Western Power, be they actual or estimated reads. Any adjustments are made, upon receipt of replacement meter reads from Western Power, on the customer's next invoice. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the	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>Standard Contract and Non-Standard Contract.</i>		
183	Condition 6.3.1	Code of Conduct Clause 4.19(2) <i>To 19 Feb. 2023</i>	If the meter is read under either clause 4.6 or clause 4.3(2)(d), and the amount of the adjustment is an amount owing to the customer, the retailer must: <ul style="list-style-type: none"> use its best endeavours to inform the customer within 10 business days; and subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount. 	4	As Western Power replaces estimated meter readings with actuals, Kleenheat reflects this on customer bills with the necessary adjustments. The adjustment process is the same as the customer refund process noted in obligations 177 to 181B. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	1
183A	Condition 6.3.1	Code of Conduct Clause 31(1) <i>From 20 Feb. 2023</i>	If a customer requests the retailer to arrange for the preparation and issue of a final bill for the customer's supply address, the retailer must use its best endeavours to arrange for a meter reading and the preparation and issue of a final bill for the supply address in accordance with the customer's request.	4	The audit confirmed that any customer request for a final bill is entered into the Oracle system and a final meter reading is obtained from Western Power that is applied in the final invoice and issued to the customer. The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	1
183B	Condition 6.3.1	Code of Conduct Clause 31(2) <i>From 20 Feb. 2023</i>	Unless subclause 31(4) applies, if a customer's account is in credit at the time of the account closure, a retailer must, at the time of the final bill, ask the customer for instructions to transfer the credit amount either to another account the customer has or will have with the	4	The Commercial Analyst confirmed there were no instances of a customer account in a credit position when the final bill was generated during the audit period.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			retailer, or a bank account nominated by the customer.				
183C	Condition 6.3.1	Code of Conduct Clause 31(3) <i>From 20 Feb. 2023</i>	The retailer must, in accordance with the customer's instructions under subclause 31(2), transfer the amount of the credit within 12 business days after receiving the instructions or another period agreed with the customer.	4	As per obligation 183B.	NP	NR
183D	Condition 6.3.1	Code of Conduct Clause 31(4) <i>From 20 Feb. 2023</i>	If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the credit to set-off the debt.	4	As per obligation 183B.	NP	NR
183E	Condition 6.3.1	Code of Conduct Clause 31(5) <i>From 20 Feb. 2023</i>	If after a set-off under subclause 31(4), there remains an amount of credit, the retailer must deal with the amount in accordance with subclauses (2) and (3).	4	As per obligation 183B.	NP	NR
184	Condition 6.3.1	Code of Conduct Clause 4.19(3) <i>To 19 Feb. 2023</i>	If a retailer receives instructions under subclause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	As Western Power replaces estimated meter readings with actuals, Kleenheat reflects this on customer bills with the necessary adjustments. The adjustment process is the same as the customer refund process noted in obligations 177 to 181B.	A	1
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	4	The Standard Contract includes the options to receive the invoice at the supply address, by email or to a postal address.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
		<i>From 20 Feb. 2023</i>	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.		The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .		
185	Condition 6.3.1	Code of Conduct Clause 4.19(4) <i>To 19 Feb. 2023</i>	If a retailer does not receive instructions under subclause 4.19(2), within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.	4	The Commercial Analyst confirmed there were no instances of a customer account in a credit position when the final bill was generated during the audit period.	NP	NR
186	Condition 6.3.1	Code of Conduct Clause 4.19(5) <i>To 19 Feb. 2023</i>	A retailer may, after notifying the customer in writing, use an amount of an adjustment to set off that customer's debt owed to the retailer, provided that the customer is not a residential customer in payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with that amount in accordance with subclause 4.19(2) or, if the amount is less than \$100, subclause 4.19(5).	4	As per obligation 185.	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
PAYMENT							
187	Condition 6.3.1	Code of Conduct Clause 33 <i>Amended 20 Feb. 2023</i>	The date by which a bill must be paid must not be earlier than 12 business days from the bill issue date.	4	The audit confirmed by review of a sample of 30 customer invoices in the audit period that the due date on the bill is at least 12 business days from the date issued (all bills have a due date of 22 calendar days from date issued). The control is the billing process documented in the <i>Electricity Billing Procedures</i> , and the <i>Standard Contract and Non-Standard Contract</i> .	A	1
188	Condition 6.3.1	Code of Conduct Clause 34 <i>Amended 20 Feb. 2023</i>	A retailer must accept payment for a bill prescribed in subclause 34(1)	4	Through review of Kleenheat's website and a sample of 30 invoices issued, the audit confirmed that payment options available to customers include: <ul style="list-style-type: none"> • In person at a payment outlet located within the Local Government District of the customers supply address; • by mail in the form of cheque; • Online by BPay or Credit Card; and • Telephone by means of credit card or debit card. As there are no residential customers, the Centrepay option is not applicable. The payment options are documented on Kleenheat's website, and the individual bills.	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
189	Condition 6.3.1	Code of Conduct Clause 5.3 <i>To 19 Feb. 2023</i>	Prior to commencing a direct debit facility, a retailer must obtain a customer's verifiable consent and agree with the customer the date of commencement of the facility and the frequency of the direct debits.	4	The Commercial Analyst confirmed that the customers' verifiable content is obtained prior to any direct debit. The procedure is documented in the <i>Direct Debit Procedure and the Natural Gas and Electricity Consent Script</i> .	A	1
190	Condition 6.3.1	Code of Conduct Clause 35(1), (2) and (3) <i>Amended 20 Feb. 2023</i>	A retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. The amount of \$20 is the minimum amount that a retailer will be required to accept from a customer (although a retailer may accept lower amount if it thinks fit).	4	The Commercial Analyst confirmed that no customers have requested Kleenheat to receive payments in advance over the audit period. However, Kleenheat does accept payment in advance.	NP	NR
190A	Condition 6.3.1	Code of Conduct Clause 35 (4), (5) and (6) <i>From 20 Feb. 2023</i>	A retailer may determine an amount (a maximum credit amount) that a customer's account may be in credit and must publish the maximum credit amount on its website. The maximum credit amount must not be less than \$100.	4	The audit could not locate a statement on the Kleenheat website of the maximum credit amount that a customer's account may be in credit (and not less than \$100). This obligation applied from 20 February 2023. The Commercial Analyst confirmed that Kleenheat does not set a maximum credit amount on a customer's account. Therefore, this obligation is not rated.	NP	NR
191A	Condition 6.3.1	Code of Conduct Clause 36 <i>From 20 Feb. 2023</i>	A retailer must redirect a customer's bill to a different address (including an email address or a different email address) on the customer's request and at no charge.	4	The Commercial Analyst confirmed that any requests to redirect a bill to a different address are actioned at no charge.	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
194	Condition 6.3.1	Code of Conduct Clause 37(4) <i>Amended 20 Feb. 2023</i>	A retailer must not charge an additional late payment fee in relation to the same bill within 5 business days after the day on which the customer receives the previous late payment fee notice.	4	This obligation did not apply in the audit period as there were no residential customers in the audit period.	NP	NR
197	Condition 6.3.1	Code of Conduct Clause 38(1) <i>Amended 20 Feb. 2023</i>	A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 38(1).	4	The audit confirmed that as soon as a customer advises Kleenheat, the Sales team are notified that the customer is vacating the address, they will place an order with the Billing team to finalise the account. The final bill is issued based on the meter readings received from Western Power that covers the supply period up until the vacant date. Once the account is finalised, no further bills can be generated. There were no instances of Kleenheat requiring a customer to pay for electricity more than five (5) days after being notified of vacating their supply address. This obligation is included in the <i>Standard Contract and Non-Standard Contract</i> .	A	1
198	Condition 6.3.1	Code of Conduct Clause 38(2) <i>Amended 20 Feb. 2023</i>	If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate the supply address, the retailer must not require the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer.	4	The audit confirmed that when a customer informs Kleenheat of the eviction, they need to provide reasonable evidence of this to close the account. Kleenheat will not require a customer to pay for usage beyond the period of notice if the customer is forced to vacate the supply address and the customer notifies Kleenheat.	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
					There were no instances of customers being evicted or required to vacate a supply address over the audit period.		
199	Condition 6.3.1	Code of Conduct Clause 38(4) <i>Amended 20 Feb. 2023</i>	Despite subclauses 38(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 38(4).	4	The audit noted that any or all payments for consumption are only recoverable from the commencement of the contract. Once a contract is established in Oracle, the system does not permit an amount to be billed to the previous customer of the same supply address. It has been confirmed that this has not occurred during the audit period. The Standard Contract and Non-Standard Contract requires at least 5 days prior notice from a customer vacating the supply address so that the meter can be read and a final account issued. This also protects new customers.	A	1
200	Condition 6.3.1	Code of Conduct Clause 39(1) <i>Amended 20 Feb. 2023</i>	A retailer must not commence proceedings to recover a debt from a residential customer who has informed the retailer in accordance with clause 40 that they are experiencing Payment problems, unless and until the retailer has complied with all the requirements of clause 40 and (if applicable) clause 40; and while a residential customer continues to make payments under an alternative payment arrangement under Part 6.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR

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
201	Condition 6.3.1	Code of Conduct Clause 39(2) <i>Amended 20 Feb. 2023</i>	A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.	4	The audit noted that after the account is closed, bills can no longer be generated for customers at the new supply address. After the new customer takes over the supply address, and Kleenheat is notified of the change in address, they will attempt to contact the previous owners to retrieve the debt. The supply address and NMI is changed on the Western Power portal to the new customer, and all debt is left on the previous account. As all debt is linked to the old account and not the supply address, Oracle cannot generate new bills with the outstanding amount. As this is an automated process, sample testing could not be completed due to system constraints. The control is that this is an automated process.	A	1
201A	Condition 6.3.1	Code of Conduct Clause 39(3) <i>Amended 20 Feb. 2023</i>	A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, if the retailer obtains the other customer's verifiable consent to the transfer.	4	The audit noted that any or all payments for consumption are only recoverable from the commencement of the contract. Once a contract is established in Oracle, the system does not permit an amount to be billed to the previous customer of the same supply address. It has been confirmed that this has not occurred during the audit period. The Standard Contract and Non-Standard Contract require at least 5 days prior notice from a customer vacating the supply address so that the meter can be read and a final	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
					account issued. This also protects new customers.		
DISCONNECTION							
229	Condition 6.3.1	Code of Conduct Clause 48 <i>Amended 20 Feb. 2023</i>	Before arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a written notice (a reminder notice), which contains the information specified in subclause 48(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 48(1)(c).	4	The audit confirmed by review of an example of a disconnection notice that notice is also given at least 20 business days via email communication to the customer. The Credit team follow-up with the customer. The obligation is documented in the <i>ELE – Raising De-Energisation procedure and the Disconnection Process Map and Procedure</i> .	A	1
230	Condition 6.3.1	Code of Conduct Clause 49(a) <i>Amended 20 Feb. 2023</i>	A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 49(a)	4	The audit confirmed that there were no disconnections due to failure to pay a bill in the circumstances stated in subclause 49(a) for non-residential customers. All requests for disconnection are reviewed by the Credit Team before any action. The obligation is documented in the <i>ELE – Raising De-Energisation procedure and the Disconnection Process Map and Procedure</i> .	A	NR
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	4	The Commercial Analyst confirmed that Kleenheat did not use dual fuel contracts during the audit period.	NP	NR

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
		<i>Amended 20 Feb. 2023</i>	disconnection of that customer's gas supply when the circumstances specified in subclause 50(1)(a) apply.				
232	Condition 6.3.1	Code of Conduct Clause 51(2) <i>Amended 20 Feb. 2023</i>	If the conditions specified in subclause 51(1) are satisfied, a retailer may arrange for the disconnection of a customer's supply address for denying access to the meter..	4	The Commercial Analyst confirmed that there were no instances of disconnection due to the customer denying access to a meter.	NP	NR
232A	Condition 6.3.1	Codde of Conduct, clause 51(4) <i>From 20 Feb. 2023</i>	A retailer may arrange for the disconnection of a customer's supply address if the customer has not provided the safe access to the customer's supply address for the purposes of testing, maintaining, inspecting, altering or replacing a meter, or checking the accuracy of the customer's consumption at the supply address.	4	The audit confirmed that there were no instances of disconnection due to not providing safe access to the customer's supply address. The customer's supply address is not to be disconnected until all required communication has been made regarding the cause of disconnection. All requests for disconnection are reviewed by the Credit Team before any action. The prohibitions on disconnection are documented in the <i>Disconnection Process Map and Procedures</i> .	A	NR
242	Condition 6.3.1	Code of Conduct Clause 53(2) <i>Amended 20 Feb. 2023</i>	A retailer must arrange to reconnect a customer's supply address if the customer rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer, makes a request for reconnection and pays the retailer's reasonable charges (if any) for reconnection, or enters into a payment plan for the charges.	4	As per Complaints Tracker for the audit period, there have been no complaints re reconnection after a disconnection in the audit period. The Commercial Analyst confirms that all reconnections have been processed within the required timeframe. The procedure is documented in the <i>Electricity Re-Connection Workflow</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
243	Condition 6.3.1	Code of Conduct Clause 53(3) <i>Amended 20 Feb. 2023</i>	A retailer must forward the request for reconnection to the distributor within the timeframes specified in subclause 53(3).	4	There have been no customer complaints related to a late reconnection. The Commercial Analyst confirms that all reconnections have been processed within the required timeframe. The prohibitions on disconnection are documented in the <i>Disconnection Process Map and Procedures</i> .	A	1
INFORMATION & COMMUNICATION							
271D	Condition 6.3.1	Code of Conduct Clause 68(1) <i>From 20 Feb. 2023</i>	The retailer must publish on its website the information detailed in subclause 68(1).	4	The audit confirmed the required information is published on the Kleenheat website including for non-residential customers: <ul style="list-style-type: none"> a summary of a customer's rights, entitlements and obligations under the retailer's standard complaints and dispute resolution procedures; safe use of energy; the contact details for the electricity industry ombudsman; and a copy of this Code. 	NP	1
271E	Condition 6.3.1	Code of Conduct Clause 68(3) <i>From 20 Feb. 2023</i>	If a customer requests information of the kind referred to subclause 68(1) the retailer must refer the customer to the retailer's website or provide the information to the customer without charge.	4	The Commercial Analyst confirmed that any customer requests for information are provided by reference to the website or a copy is provided at no charge.	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
271F	Condition 6.3.1	Code of Conduct Clause 68(4) <i>From 20 Feb. 2023</i>	If a customer requests a copy of information of the kind referred to in subclause 68(1), the retailer must provide a copy of the information to the customer without charge.	4	The Commercial Analyst confirmed that any customer requests for information are provided by reference to the website or a copy is provided at no charge.	NP	1
272	Condition 6.3.1	Code of Conduct Clause 10.1(1) <i>To 19 Feb. 2023</i>	A retailer must give notice of any variations in its tariffs, fees and charges, to each of its customers affected by the variation no later than the next bill in the customer's billing cycle.	4	The Commercial Analyst confirmed that notice of any variations in tariffs, fees or charges are provided to customers no later than the next bill in the billing cycle. The control is the pricing changes stated in the <i>Standard Contract and Non-Standard Contract</i> and covered in the <i>Notify Changes in Prices, Fees or Charges - ELE</i> procedure.	A	1
273	Condition 6.3.1	Code of Conduct Clause 69 <i>Amended 20 Feb. 2023</i>	On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees or charges, including any alternative tariffs that may be available to that customer.	4	From review of the complaints in Complaint Tracker for the audit period, there have been requests for tariff information in the audit period. The Commercial Analyst confirmed that this information is provided upon request and free of charge. Tariff information is specified in the <i>Standard Contract and Non-Standard Contract</i> .	A	1
273A	Condition 6.3.1	Code of Conduct, clause 70(1), (2) and (3) <i>From 20 Feb. 2023</i>	If a customer's tariffs, fees or charges are regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer no later than the next bill in the customer's billing cycle.	4	The Commercial Analyst confirmed that notice of any variations in tariffs, fees or charges are provided to customers no later than the next bill in the billing cycle. During the audit period, there were three (3) price changes (August 2023, September 2024 and February 2025) and on all occasions a notification was sent to the customers at least	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
					five (5) business days prior and on the next bill. Change of tariffs, fees or charges information is specified in the <i>Standard Contract and Non-Standard Contract</i> . The control is the <i>Notify Changes in Prices, Fees or Charges – ELE Procedure</i> .		
274	Condition 6.3.1	Code of Conduct Clause 10.1(3) <i>To 19 Feb. 2023</i>	A retailer must give or make available to a customer the information requested on tariffs, fees and charges within 8 business days of the date of receipt and, if requested, provide the information in writing.	4	The Commercial Analyst confirmed that this information is provided within eight (8) business days and if requested, in writing. The control is the <i>Notify Changes in Prices, Fees or Charges – ELE Procedure</i> .	A	1
274A	Condition 6.3.1	Code of Conduct, clause 70(2) <i>From 20 Feb. 2023</i>	If a customer's tariffs, fees or charges are not regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer in the manner specified in subclauses 71(3) and (4).	4	The Commercial Analyst confirmed that notice of any variations in tariffs, fees or charges are provided to customers no later than the next bill in the billing cycle. During the audit period, there were three (3) price changes (August 2023, September 2024 and February 2025) and on all occasions a notification was sent to the customers at least five (5) business days prior and on the next bill. Change of tariffs, fees or charges information is specified in the <i>Standard Contract and Non-Standard Contract</i> . The control is the <i>Notify Changes in Prices, Fees or Charges – ELE 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
280	Condition 6.3.1	Code of Conduct Clause 73 <i>Amended 20 Feb. 2023</i>	At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 or under any other written law, including the amount of the payment and the eligibility criteria for the payment.	3	The audit confirmed the information about service payments is included on each monthly invoice. The control is the automated invoice format and the <i>Electricity Billing Procedures</i> .	A	1
281	Condition 6.3.1	Code of Conduct Clause 10.4 <i>To 19 Feb. 2023</i>	On request and at no charge, a retailer must give, or make available to, a customer general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.	4	The audit confirmed that "Energy Saving Tips for Business" is available on the Kleenheat website and upon request.	NP	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 Commercial Analyst confirmed that information would be given to customers free on request and on the same day of the request. The audit noted there have been instances where the customer has requested information relating to meter readings by Western Power, and this has been provided.	NP	1
290	Condition 6.3.1	Code of Conduct Clause 77	To the extent practicable, a retailer or distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear,	4	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 review of the non-standard contracts verified it is written in clear, simple, and	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
			simple, concise language and in a format that is easy to understand.		concise language, making it easy to understand.		
291	Condition 6.3.1	Code of Conduct Clause 10.10(1) <i>To 19 Feb. 2023</i>	On request, a retailer and a distributor must inform a customer how to obtain a copy of the Code of Conduct.	4	The Commercial Analyst confirmed that on request, a customer is advised how to obtain a copy of the Code of Conduct. The link to the Electricity Code of Conduct is on the Kleenheat website. The electricity invoice also states how to obtain the Code in the 'useful information' section.	NP	1
292	Condition 6.3.1	Code of Conduct Clause 10.10(2) <i>To 19 Feb. 2023</i>	A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.	4	The audit confirmed a link to the Electricity Code of Conduct is available on the Kleenheat website and there is no charge for this information.	NP	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 Commercial Analyst confirmed that no request was received by Kleenheat during the audit period.	NP	NR
COMPLAINTS & DISPUTE RESOLUTION							
298	Condition 6.3.1	Code of Conduct Clause 87(1) <i>Amended 20 Feb. 2023</i>	Each retailer and distributor must develop, maintain and implement a standard complaint and dispute resolution procedure.	4	The audit confirmed there is a standard complaint and dispute resolution procedure that is documented on the website. The process is documented in the <i>Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process</i> procedures.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
299	Condition 6.3.1	Code of Conduct Clause 87(2) <i>Amended 20 Feb. 2023</i>	The standard complaints and dispute resolution procedure under subclause 87(1) must comply with the requirements specified in subclauses 87(2)(a), (b), (c) and (d).	4	The audit confirmed the complaints process documented in the <i>Customer Charter and the Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process Procedures</i> complies with the requirements.	A	1
299A	Condition 6.3.1	Code of Conduct Clause 87(3) <i>From 20 Feb. 2023</i>	The standard complaints and dispute resolution procedure must comply with AS/NZS 10002:2014.	4	The audit confirmed the complaints process documented in the <i>Customer Charter and the Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process Procedures</i> complies with AS/NZS 10002:2014.	A	1
300	Condition 6.3.1	Code of Conduct Clause 12.1(3) <i>To 19 Feb. 2023</i>	A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).	4	The audit confirmed by review of the Complaints Tracker for small-use electricity from 1 June 2021 to 31 May 2025 that all customers were advised of the outcome of the complaint. The procedure is documented in the <i>Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process Procedures</i> .	A	1
301	Condition 6.3.1	Code of Conduct Clause 88	On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	4	The audit confirmed by review of the Complaints Tracker for small-use electricity from 1 June 2021 to 31 May 2025 that all complaints were acknowledged within 10 business days and responded to within 20 business days. Most were resolved within 20 business days and if not, the customer was kept informed of progress.	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					The procedure is documented in the <i>Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process Procedures</i>		
301A	Condition 6.3.1	Code of Conduct Clause 89 <i>From 20 Feb. 2023</i>	A retailer or distributor must inform the customer of the outcome of a complaints process and, unless the customer has advised the retailer or distributor that the complaint has been resolved in a manner acceptable to the customer, information as detailed in 89(b)(i) to (iii).	4	The audit confirmed by review of the Complaints Tracker for small-use electricity from 1 June 2021 to 31 May 2025 that all customers were advised of the outcome of the complaint. The procedure is documented in the <i>Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process Procedures</i>	A	1
302	Condition 6.3.1	Code of Conduct Clause 12.2 <i>To 19 Feb. 2023</i>	A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints.	4	The audit confirmed the complaints process documented in the <i>Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process Procedures</i> conforms with the Customer Complaints Guideline (December 2016) issued by the ERA.	A	1
303	Condition 6.3.1	Code of Conduct Clause 12.3 <i>To 19 Feb. 2023</i>	On request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer to utilise the respective complaints handling processes.	4	The Commercial Analyst confirmed that any customer requests for information about the complaints process are complied with. The complaints process is documented on the website and <i>Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process</i> procedures. There is no charge for information.	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
304	Condition 6.3.1	Code of Conduct Clause 90 <i>Amended 20 Feb. 2023</i>	If a retailer, distributor or electricity marketing agent receives a complaint from a customer that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be appropriate to deal with the complaint (if known).	4	The audit confirmed that the customer would be advised if the complaint related to another entity. From review of the Complaints Tracker for the audit period, There were no complaints relating to another entity received in the audit period. There is provision in the <i>Customer Advocate Complaints Management</i> and <i>Kleenheat Complaint Process</i> regarding transfer of complaints to another entity as a list of other contacts is provided, including an independent customer advocate, the Energy and Water Ombudsman and the Consumer Protection Agency.	A	1
REPORTING							
305	Condition 6.3.1	Code of Conduct Clause 13.1 <i>To 19 Feb. 2023</i>	A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	4	The audit confirmed that the Electricity Performance Data Sheets and Compliance Reports for 2020/21, 2021/22, 2022/23 and 2023/24 were prepared and submitted to the ERA.	NP	1
306	Condition 6.3.1	Code of Conduct Clause 13.2 <i>To 19 Feb. 2023</i>	The report specified in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	4	As per obligation 305, all reports during the audit period were provided to the ERA by the due dates. and in the correct format.	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
307	Condition 6.3.1	Code of Conduct Clause 13.3 <i>To 19 Feb. 2023</i>	The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if: <ul style="list-style-type: none"> copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and a copy is posted on the retailer or distributor's website. 	4	The Electricity Performance Reports for 2020/21, 2021/22, 2022/23 and 2023/24 were published by the required dates and were available to the public.	NP	1
SERVICE STANDARD PAYMENTS							
308	Condition 6.3.1	Code of Conduct Clause 14.1(1) <i>To 19 Feb. 2023</i>	Subject to clause 14.6, a retailer must pay the stated compensation to a customer if the customer is not reconnected in accordance with the timeframes specified in Part 8.	4	The Commercial Analyst confirmed that no compensation payments were made to customers over the audit period. The procedure is documented in the <i>Service Standard Payments Procedure</i> .	A	NR
308A	Condition 6.3.1	Code of Conduct Clause 94(1) <i>From 20 Feb. 2023</i>	Unless clause 99 applies, a retailer must make the payment specified under subclause 94(2), if the retailer is required to arrange a reconnection of a customer's supply address under part 8, and either the retailer has not complied with clause 53(3) or (4) or the retailer has complied with clause 53(3), but a distributor has not complied with the timeframes set out in clause 54(4).	4	The Commercial Analyst confirmed that no compensation payments were made to customers over the audit period. The procedure is documented in the <i>Service Standard Payments 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
308B	Condition 6.3.1	Code of Conduct Clause 94(2) <i>From 20 Feb. 2023</i>	A retailer must pay the customer \$60 for each day that the retailer or the distributor (as the case may be) is late, up to a maximum of \$300.	4	The Commercial Analyst confirmed that no compensation payments were made to customers over the audit period. The procedure is documented in the <i>Service Standard Payments Procedure</i> .	A	NR
310	Condition 6.3.1	Code of Conduct Clause 95(1) <i>Amended 20 Feb. 2023</i>	Unless clause 99 applies, a retailer must make the payment specified under subclause 95(2) if the retailer: <ul style="list-style-type: none"> fails to comply with any of the procedures set out under Part 6 (if applicable and other than clauses 45(3) and 46), or clause 48 or 82(1), before arranging for disconnection of, or disconnecting the customer for failure to pay a bill, or arranges for disconnection of, or disconnects the customer for failure to pay a bill in contravention of clause 49, 50 or 52 for failure to pay a bill. 	4	The Commercial Analyst confirmed that no compensation payments were made to customers over the audit period. The procedure is documented in the <i>Service Standard Payments Procedure</i> .	A	NR
312	Condition 6.3.1	Code of Conduct Clause 96 <i>Amended 20 Feb. 2023</i>	Unless clause 99 applies, if a retailer fails to acknowledge or respond to a complaint within the timeframes set out in clause 88, the retailer must pay the customer \$20.	4	The Commercial Analyst confirmed that no compensation payments were made to customers over the audit period. The procedure is documented in the <i>Service Standard Payments 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
315	Condition 6.3.1	Code of Conduct Clause 100(1) <i>Amended 20 Feb. 2023</i>	A retailer that is required to make a payment under clause 94, 95 or 96 must do so in the manner specified in subclause 100(1).	4	The Commercial Analyst confirmed that no compensation payments were made to customers over the audit period. The procedure is documented in the <i>Service Standard Payments Procedure</i> .	A	NR
Electricity Industry (Metering) Code 2012							
324	Condition 4.1.1	Clause 3.3B	If a user is aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flows or any changes in a customer's or user's circumstances in a metering point that will result in bi-directional flows, the user must notify the network operator within 2 business days.	4	As the network operator and meter data agent, Western Power will know of previously unknown bi-directional flows prior to Kleenheat. Kleenheat 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 procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	NR
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 Kleenheat. If a customer advised Kleenheat of any disruption to electricity supply they would be given the Western Power contact	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
					number to report the disruption. There have been no request for meter testing. Kleenheat are notified of any delays in dispatching NMI file data and gaps in periods of data received and examples were sighted. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.		
371	Condition 4.1.1	Clause 4.4(1)	If there is a discrepancy between energy data held in a metering installation and in the metering database, the affected Code participants and the network operator must liaise to determine the most appropriate way to resolve the discrepancy.	4	The audit concluded that if there is discrepancy between the metering installation and the metering database, Kleenheat will lodge a query with Western Power via the Western Power portal. There have been no request for meter testing. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	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 Kleenheat as part of the billing processes. If information or usage appear incorrect compared to historical records, with no known reason, Kleenheat will contact a customer first to discuss the potential cause, then possibly request Western Power to audit their records. There have been no request for meter testing. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1
373	Condition 4.1.1	Clause 4.5(2)	Subject to subclause 5.19(6), if a Code participant, other than a network operator, becomes aware of a change	4	The Commercial Analyst confirmed there have been no disputes with Western Power in the audit period, over the timing and quality	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
			to, or inaccuracy in, an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.		of meter date from Western Power. There have been no requests for meter testing. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.		
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 Kleenheat with respect to their metering installation during the audit period. Generally, it is Kleenheat requesting the assistance of Western Power with respect to metering installations. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	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. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	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	Kleenheat has provided all required standing and energy data to their customers as part of their billing processes during the audit period. The audit reviewed a sample of 30 customer invoices in the audit period to confirm the billing information was provided. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1

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	The Commercial Analyst confirmed that any information regarding a change in the energisation of a metering point is advised to Western Power as part of the billing process. The procedure is documented in the <i>Network Access Agreement</i> with Western Power and the <i>Billing Process Map and Procedures</i> .	A	1
406	Condition 4.1.1	Clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere, and provide that information to the network operator.	4	The Commercial Analyst confirmed that any information request by Western Power is provided to Western Power. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1
407	Condition 4.1.1	Clause 5.19(2) <i>Amended January 2022</i>	A user must, to the extent that it is able, collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated. <i>Note: The prescribed information listed in clause 5.19(2) was changed by the Electricity Industry (Metering) Amendment Code 2018.</i>	4	Kleenheat has provided all required standing and energy data to their customers as part of their billing processes during the audit period. The audit reviewed a sample of 30 invoices in the audit period to confirm the billing information was provided. The procedure is documented in the <i>Network Access Agreement</i> with Western Power and the <i>Electricity Billing 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
408	Condition 4.1.1	Clause 5.19(3)	Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	4	Changes to customer address or site attributes during the audit period are the responsibility of Western Power. Kleenheat would not be aware of any changes.	NP	NR
410	Condition 4.1.1	Clause 5.19(6)	The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of standing data by the network operator to the user.	4	As per obligation 408, the metering database is maintained by Western Power. Kleenheat would not be aware of any changes in attributes resulting from the provision of standing data by WP to the customer. All changes come via the metering database maintained by WP.	NP	NR
416	Condition 4.1.1	Clause 5.21(5)	A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	4	All tests requested by Kleenheat during the audit period were in compliance with this clause. There were no requests for meter testing in the audit period. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	NR
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	As per obligation 416	A	NR
435	Condition 4.1.1	Clause 5.27 <i>From Jan 2022</i>	Upon request from a network operator, the current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or	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.	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
			incorrect within the timeframes prescribed.		The procedure is documented in the <i>Network Access Agreement</i> with Western Power.		
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	<p>The audit confirmed that Kleenheat's application of those rules and procedures relevant to its activities are demonstrated in its use the Western Power Metering Service Centre web portal, in accordance with the system instructions.</p> <p>The Oracle system is automated for various billing and transfer processes to prevent non-compliance, but controls are in place that comply with the Metering Code Requirements.</p> <p>The procedure is documented in the <i>Network Access Agreement</i> with Western Power and the <i>Billing Process Map and Procedures</i>.</p>	A	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	<p>Kleenheat communicates with Western Power via telephone, email, post, facsimile, and the web portal (Metering Service Centre web portal). Through testing it was noted that communications on a Business As Usual basis are being undertaken through web portal or via email. During the audit period, no communications were sent or received via fax or post.</p> <p>Both Kleenheat and Western Power have their nominated contact persons.</p> <p>The procedure is documented in the <i>Network Access Agreement</i> with Western Power.</p>	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
453	Condition 4.1.1	Clause 7.2(4)	If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a network operator within 3 business days after the request.	4	There have been no requests for contact details by the network operator during the audit period. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	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	Kleenheat's contact details did not change during this audit period. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	NR
455	Condition 4.1.1	Clause 7.5	A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	4	The Commercial Analyst confirmed there have been no breaches of confidentiality during the audit period. All Kleenheat employees sign confidentiality agreements. Employees are also required to complete online compliance training courses at inductions and a refresher once a year. In addition, information systems are segregated and password protected so only necessary access to personnel is provided. The restrictions on the disclosure of customer data are documented in the <i>Privacy Policy</i> .	A	1
456	Condition 4.1.1	Clause 7.6(1)	A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	4	The audit confirmed that data relating to a contestable customer is only to provide that customer with a quotation for the supply of electricity by Kleenheat; or to initiate a transfer of that customer. Confidential	A	1

No. ³	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest; 5=lowest)	Observations (including any recommended improvements)	Adequacy of Controls Rating ⁴	Compliance Rating ⁵
					information is disclosed on an 'as required' basis by Kleenheat. The procedure is documented in the <i>Privacy Policy</i> .		
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 Commercial Analyst advised there has been one dispute with Western Power in the audit period and Kleenheat has worked with Western Power to resolve this. The procedure is documented in the <i>Network Access Agreement</i> with Western Power.	A	1
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.	A	1
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.	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
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.	A	1
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.	A	1

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 Kleenheat 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 Kleenheat for review and approval.
- Send a **Pre-Visit Checklist** of information and documentation to Kleenheat to enable staff to prepare for the visit (and where possible, send us information prior to the visit).

Fieldwork

- Visit Kleenheat in Murdoch and conduct various meetings remotely 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 Kleenheat management to confirm our understanding of the issues and to discuss the action to be taken.
- Provide a draft report to Kleenheat for review no later than two weeks before the final report is due and make any revisions necessary.
- Provide the updated draft report to Kleenheat for review and feedback prior to finalising the report.
- Issue the final report to Kleenheat 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 2018 and 2022
- Electricity Industry (Code of Conduct) Regulations 2005
- ERA's Customer Complaint Guidelines – (December 2016)
- Electricity Compliance Reporting Manual (February 2023 and previous versions January 2023, February 2022 and June 2020)
- Electricity Retail Licence ERL5 (Version 8)
- Electricity Retail Licence ERA-EL-099 Operating Area Map
- Kleenheat 2021 Electricity Performance Audit Report (September 2021)
- Post Audit Implementation Plan (April 2022)
- Performance and Compliance Reports to the ERA for 2021/22, 2022/23 and 2023/24 and acknowledgment of receipt
- Information on fees paid to the ERA (amounts and dates paid)

Kleenheat

- Kleenheat website www.kleenheat.com.au
- Kleenheat Annual Reports for 2021/22, 2022/23 and 2023/24
- Western Power Network Access Agreement
- Electricity Transfer Access Contract (ETAC)
- Kleenheat Customer Charter (public document/website)
- Complaints and Dispute Resolution Procedures (public document/website)
- Compliance and Non-Compliance Reporting Procedure
- Kleenheat ERL5 Standard form contract – small use business (bundled and non-bundled).
- Kleenheat ERL5 Non-Standard form contract – small use business (bundled and non-bundled).
- Kleenheat Privacy Policy
- Electricity Customer Transfer procedure
- Welcome pack – small use business.
- Energy saving tips
- Electrical Safety Information
- Electricity New Connections process map and procedures
- Billing procedures
- Direct debit procedures
- Price a Customer - ELE procedure.
- Billing Finalisation procedure and examples
- ELE Raising De-Energisation Procedures
- Standard Payments procedure
- Customer billing records
- Invoices examples
- Reminder notices
- Prior period energy adjustment procedures

- Manage Customer and Network Operator Communication Procedures.
- Collection of Information Statement Service Complaints and Resolution procedure
- Regulatory Compliance Framework
- Compliance Tracker - Electricity
- Manager customer and network operator communication process map and procedures
- Customer service procedures
- Payments and compliance procedures
- Payment difficulties procedures
- Credit procedures
- Notify changes in process, fees or charges
- Price change procedure and examples
- Notices of disconnection and reconnection
- Customer communications and requests
- Data retention and disposal standard

A3. Licensee's Representatives Participating in the Audit

The licensee's representatives participating in the audit were:

- Regulatory Manager: Deanna Power
- Senior Regulatory Specialist: Dash Kaur
- Commercial Analyst NG&E (Natural Gas and Electricity): Peter Hamers

A4. Consultants

NAME AND POSITION	BUDGET HOURS
Geoff White - Director	40
Susan Smith - Manager	80
TOTAL HOURS	120

END OF REPORT