



Electricity Code Consultative Committee

Draft Review Report

2015 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers

14 September 2015

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1 Invitation for Submissions

This Draft Review Report (**report**) presents the preliminary findings of the statutory review of the *Code of Conduct for the Supply of Electricity to Small Use Customers (Code)* carried out by the Electricity Code Consultative Committee (**ECCC**).

The *Electricity Industry Act 2004 (Electricity Act)* requires that the ECCC undertake a review of the Code every two years and provide a report to the Economic Regulation Authority (**Authority**).

The Electricity Act states that the purpose of the review is to 're-assess the suitability of the provisions of the code of conduct for the purposes of section 79(2)'. Section 79(2) sets out the objective of the code as follows:

- The code of conduct is to regulate and control the conduct of -
- (a) the holders of retail licences, distribution licences and integrated regional licences; and
 - (b) electricity marketing agents,
- with the object of -
- (c) defining standards of conduct in the supply and marketing of electricity to customers and providing for compensation payments to be made to customers when standards of conduct are not met; and
 - (d) protecting customers from undesirable marketing conduct.

The ECCC has made a number of preliminary recommendations to include, amend or delete provisions of the Code. The ECCC has also posed a number of questions.

The ECCC invites written submissions from interested parties on its Draft Review Report.

Submissions may be provided in hard-copy or electronic form and should be addressed to:

Mr Paul Kelly
ECCC Chairman
PO Box 8469
PERTH BC WA 6849

Fax: (08) 6557 7999
Online: www.erawa.com.au/consultation or
Email: publicsubmissions@erawa.com.au

Submissions must be received by 4pm on Monday, 12 October 2015.

Should you require further information, please contact Ms Sarah Lyons, A/Assistant Director Customer Protection on (08) 6557 7900.

Confidentiality

In general, all submissions from interested parties will be treated as in the public domain and placed on the Authority's website. The receipt and publication of any submission lodged for the purposes of this public consultation shall not be taken as indicating that the ECCC or the Authority has formed an opinion as to whether or not any particular submission contains any information of a confidential nature.

Where an interested party wishes to make a submission in confidence, it should clearly indicate the parts of the submission for which it is claiming confidentiality, and specify in reasonable detail the basis upon which the claim is made. The treatment of information provided in submissions, including confidential information, will be handled in accordance with applicable legislation.

2 Executive Summary

The Authority is required by the Electricity Act to establish a committee, the ECCC, to advise it on matters relating to the Code. The ECCC must review the Code every two years. The ECCC is required to undertake public consultation as part of the review and to report the review findings to the Authority.

This report outlines the proposed recommendations of the ECCC's 2015 review of the Code. The report is a draft. After considering the issues raised in submissions, the ECCC will prepare a Final Review Report for the Authority.

Where the ECCC has been unable to reach agreement to make a recommendation due to a lack of available information, or where the ECCC has not fully explored issues, the ECCC has posed questions to which interested parties can respond.

For ease of reference, recommendations have been included in blue shaded boxes, whereas questions have been included in orange shaded boxes.

Interested parties should note that the absence of a particular issue from this report does not preclude it from being considered by the ECCC. The ECCC therefore encourages submissions regarding any issues related to the Code, not just those set out in this report.

Attachment 1 of this report is a marked up copy of the Code incorporating the recommendations made by the ECCC in this Draft Review Report.

The ECCC proposes the following recommendations:

Recommendation 1 – Replace “premises” with “supply address” in the following definitions included in clause 1.5:

- collective customer
- consumption
- de-energise
- energy efficiency audit
- re-energise

Recommendation 2 – Amend the definition of “complaint” in clause 1.5 to be consistent with the definition of “complaint” included in AS/NZS 10002:2014, *Guidelines for complaint management in organizations*.

Recommendation 3 – Delete the definition of “door to door marketing” from clause 1.5.

Recommendation 4 – Extend the definition of “electronic means” to include reference to SMS.

Recommendation 5 – Replace the term “electronic address” in clauses 4.4, 9.3 and 9.11 with “email address”.

Recommendation 6 – Delete the definition of “energy efficiency audit” from clause 1.5.

Recommendation 7 – In the definition of “instalment plan”, replace the words “payment plan” with “instalment plan”.

Recommendation 8 – Amend clause 2.4(2) as follows:

A **retailer** or **electricity marketing agent** must ensure that a **customer** is able to **contact** the **retailer** or **electricity marketing agent** on the **retailer's** or **electricity marketing agent's** contact details, including telephone number, during the normal business hours of the **retailer** or **electricity marketing agent** for the purposes of enquiries, verifications and **complaints**.

Recommendation 9 – Amend clause 2.5(2)(b) as follows:

A **retailer** or **electricity marketing agent** who meets with a **customer** face to face for the purposes of **marketing** must [...]

(b) ~~as soon as practicable upon request~~, provide the **customer**, in writing –

- (i) his or her first name;
- (ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);
- (iii) the name of the **retailer** on whose behalf the **contact** is being made;
- (iv) the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
- (v) the business address and Australian Business or Company Number of the **retailer** on whose behalf the **contact** is being made; and
- (vi) the **telephone** number of the **electricity ombudsman**.

Recommendation 10 – Amend clause 4.5(1) as follows:

Unless the **customer** agrees otherwise, ~~subject to subclause (k)~~, a **retailer** must include at least the following information on a **customer's** bill – [...]

(k) if applicable, the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;

Recommendation 11 – Amend clause 4.5(1)(c) as follows:

Unless the **customer** agrees otherwise, subject to subclause (k), a **retailer** must include at least the following information on a **customer's** bill – [...]

(c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –

- A. the current **meter** reading or estimate; ~~and~~ or
- B. if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**,

Recommendation 12

A. Amend clause 4.5(1)(bb) as follows:

with respect to **residential customers**, the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with and~~ the words “Interpreter Services”;

B. Amend clause 10.11(2)(c) as follows:

the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with and~~ the words “Interpreter Services”,

Recommendation 13 – Amend clause 4.5(1)(cc) as follows:

the **retailer's telephone number** for **TTY** services; and

Recommendation 14 – Amend clause 4.8(2) as follows:

If a **retailer** bases a bill upon an estimation, the **retailer** must clearly specify ~~in a visible and legible manner~~ on the **customer's** bill that –

Recommendation 15

A. Amend clause 4.8(2)(c)(i) as follows:

(c) the **customer** may request –

(i) a verification of energy data ~~a meter reading~~;

B. Include the following new definition in clause 1.5:

“**energy data**” has the same meaning as in the **Metering Code**.

Recommendation 16

A. Amend clause 4.18(6) as follows:

Where the amount referred to in subclause (2) is less than \$75 the **retailer** may; ~~notwithstanding clause 4.18(2)~~, notify a **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –

(a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or

(b) credit the amount to the **customer's next bill account** ~~(in which case subclause (3) applies as if the customer instructed the retailer to credit the customer's account)~~.

B. Amend clause 4.19(5) as follows:

Where the amount referred to in subclause (2) is less than \$75 the **retailer** may; ~~notwithstanding clause 4.18(2)~~, notify a **customer** of the **adjustment** by no later than the next bill after the **meter** is read, and –

(a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or

(b) credit the amount to the **customer's next bill account** ~~(in which case subclause (3) applies as if the customer instructed the retailer to credit the customer's account)~~.

Recommendation 17

A. Delete clause 4.18(7)(b).

B. Delete clause 4.19(7)(b).

Recommendation 18 – Amend clause 5.2(e) as follows:

(e) by **telephone** by means of credit card or debit card.

Recommendation 19 – Insert the following new clause 5.9 in the Code:**5.9 Transfer of debt**

If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.

Recommendation 20

A. Replace references to “financial counsellor”, “independent financial counsellor” and/or “relevant consumer representative organisation” with the new defined term “relevant consumer representative”.

B. Define the new term “relevant consumer representative” as follows:

means a person who may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**, and includes financial counsellors.

Recommendation 21 – Amend clause 6.2(2) as follows:

If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and ~~a~~ the residential customer –

- (a) requests a **temporary suspension of actions**; and
- (b) demonstrates to the **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay ~~or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation,~~

the **retailer** must not unreasonably deny the **residential customer's** request.

Recommendation 22 – Amend clause 6.7 as follows:

If a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer's** obligations under a previously elected payment arrangement under clause 6.4(1)(~~b~~), the **retailer** must give reasonable consideration to—

- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension ~~under clause 6.4(1)~~; or
- (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan** ~~under clause 6.4(1)~~.

Recommendation 23 – Amend clause 6.10(2)(d) as follows:

include a statement that the **retailer** may reduce and/or waive fees, charges and debt

Recommendation 24 – Amend clause 6.10(2)(f) as follows:

include:

- (i) an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** (other than the requirement of the retailer to advise the customer of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));
- (ii) that the **retailer** offers **residential customers** the right to pay their bill by Centrepay;
- and
- (iii) a statement that the **retailer** is able to provide further detail ~~upon~~ request.

Recommendation 25 – Amend clause 6.10(2)(g) as follows:

The **hardship policy** must [...] include an overview of any **concessions** ~~and grants~~ that may be available to the **retailer's customers**;

Recommendation 26 – Amend clause 6.10(2)(h) as follows:

The **hardship policy** must [...]

- (h) ~~be available in large print copies and~~ include –
 - (i) The National Interpreter Symbol with the words “Interpreter Services”;
 - (ii) Information on the availability of independent multi-lingual services; and
 - (iii) Information on the availability of **TTY** services; ~~and~~
- (i) [...]; and
- (j) be available in large print copies.

Recommendation 27 – Delete the words ‘energy efficiency auditors’ from clause 6.10(3)(b)(i).

Recommendation 28

- A. Delete clause 6.10(3)(c).
- B. Amend clause 6.10(b)(ii) as follows:

on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers experiencing financial hardship** ~~consistently with the obligation in subclause (3)(c);~~

Recommendation 29 – Delete clause 6.10(5).**Recommendation 30** – Amend clause 6.10(6) as follows:

~~The retailer may at any time, or must if~~ directed by the Authority, a retailer must review its hardship policy and procedures and submit to the Authority the results of that review within 5 business days after it is completed.

Recommendation 31 – Amend clause 7.1(1)(b) as follows:

Prior to arranging for **disconnection** of the a **customer's supply address** for failure to pay a bill, a **retailer** must [...] use its best endeavours to **contact** the **customer**; ~~including by telephone or electronic means or other method;~~ and

Recommendation 32 – Amend clause 7.2(1)(f) as follows:

Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's supply address** for failure to pay a bill [...] if the **supply address** does not relate to the bill, ~~(unless the customer has failed to make payments relating to an outstanding debt for amount outstanding relates to~~ a **supply address** previously occupied by the **customer**).

Recommendation 33 – In clause 7.3, replace the words “from arranging for disconnection” with “from the date of disconnection”.**Recommendation 34** – Amend clause 7.7(1)(a) as follows:

If a **customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer's supply address** requires **life support equipment**, the **retailer** must—

- (a) register the **customer's supply address** ~~and contact details~~ as a **life support equipment** address;
- (b) register the **life support equipment** required by the **customer** and the customer's contact details; [...]

Recommendation 35

- A. Delete reference to “life support equipment” from clause 7.7(2).
- B. Delete clause 7.7(1)(b).

Recommendation 36 – Amend clause 7.7(2) as follows:

If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer**:

- (a) that the person residing at the customer's supply address who requires life support equipment is changing supply address;
- (b) of a change of the customer's supply address in contact details, ~~life support equipment~~; or
- (c) that the customer's supply address no longer requires registration as a **life support equipment** address, the **retailer** must -
 - (a)(d) register the change ~~of details~~;
 - (b)(e) notify the **customer's distributor** of the change ~~of details~~ –
 - (i) that same day, if the notification is received before 3pm on a **business day**; or

- (ii) no later than the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
~~(e)~~(f) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

Recommendation 37 – Amend clause 7.7(7)(a) as follows:

When [...] the retailer's and distributor's obligations under subclauses (1), ~~to (3), (4), (5) and (6)~~ terminate and the retailer or distributor (as applicable) must remove the customer's details from the life support equipment address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii): [...]

Recommendation 38

- A. Replace reference to “customer” with “pre-payment meter customer” in clauses 9.4(1)(a), 9.4(3)(a), 9.9(1), 9.10(7) and 9.11(1).
- B. Amend clause 9.4(4) as follows:
 If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's that~~ **supply address** –
- C. Amend clause 9.5(1) as follows:
 If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **pre-payment meter customer's supply address** requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at ~~the customer's that~~ **supply address** and the **retailer** must, or must immediately arrange to –
- D. Amend clause 9.5(2) as follows:
 If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's that~~ **supply address** as soon as possible and in any event no later than –
- E. Amend clause 9.9(4)(c) as follows:
 refund ~~the customer~~ any charges paid by the **pre-payment meter customer** pursuant to this clause for the testing of the **pre-payment meter**.
- F. Amend clauses 9.11(2)(c), (d) and (e) as follows:
 the **retailer** must use best endeavours to **contact** the **pre-payment meter customer** as soon as is reasonably practicable to provide –
 (c) the information referred to in clauses 2.3 and 2.4 ~~to the customer~~;
 (d) information about the different types of **meters** available to the **pre-payment meter customer**;
 (e) information about and referral to relevant **customer** financial assistance programmes, and/or

Recommendation 39 – Delete clause 9.2(3).

Recommendation 40 – Amend clause 9.3(2) as follows:

No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give, or make available to the **residential customer** at no charge—

Recommendation 41 – Delete clause 9.3(2)(d).

Recommendation 42 – Amend clause 9.6(a) as follows:

A **retailer** must ensure that a **pre-payment meter customer**s will have access to emergency credit of \$20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the **pre-payment meter service** will be **de-energised**.

Recommendation 43

A. Amend clause 9.11(1)(a) as follows:

A **retailer** must give reasonable consideration to a request by -

(a) a **residential pre-payment customer** that informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or [...]

B. Amend clause 9.11(2)(a) as follows:

Notwithstanding the obligations under clause 6.10, a **retailer** must ensure that -

(a) where a **residential pre-payment customer** informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or [...]

Recommendation 44 – Delete clause 9.11(2)(c).

Recommendation 45 – Amend clause 10.1(1) as follows:

A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs ~~as soon as practicable after the variation is published and, in any event,~~ no later than the next bill in a **customer's billing cycle**.

Recommendation 46 – Amend clause 10.4 as follows:

A **retailer** must give, or make available to a **customer** on request, at no charge, general information on –

Recommendation 47 – Delete the words “and no more than twice a year” from clause 10.7(2)(a).

Recommendation 48 – Delete clause 10.10(3).

Recommendation 49 – Replace the reference to “AS ISO 10002:2006” in clause 12.1(2)(a) with “AS/NZS 10002:2014”.

The ECCC poses the following questions:

Question 1

- A. Should clauses 5.1, 5.2, 5.4 and 5.7 be amended to allow a retailer and a customer to agree to a service standard different from that set out in the Code?
- B. Should any additional clauses be amended to allow a retailer and a customer to agree to a service standard different from that set out in the Code?

Question 2 – Should clause 2.4(1) be deleted?

Question 3

- A. Should retailers be obliged to base at least one bill every 12 months on an actual meter reading?

- B. If so, should the obligation be qualified? For example, should it be subject to the retailer having received an actual meter read from the distributor?

Question 4

- A. Should clause 4.17(2) be amended to clarify that failure by a distributor to obtain an actual meter read due to the customer (continuously) failing to provide access to the meter does not constitute a “default” by the distributor?
- B. If so, how should the clause be amended?

Question 5 – Should retailers be able to impose interest and late payment fees on amounts undercharged where the customer has refused to repay the amount?

Question 6 – Is the amount of \$75, as referred to in clause 4.18(6) & (7) and clause 4.19(5) & (7), still appropriate or should this amount be increased/decreased?

Question 7

- A. Should the minimum timeframes for bill due dates, reminder notices and disconnection warnings be increased and, if so, by how much?
- B. Are there any other clauses that may require amendment in light of Australia Post’s extended delivery time frames?

Question 8

- A. In light of the limited availability of relevant consumer representatives (such as financial counsellors), should changes be made to clauses 6.1 and/or 6.2?
- B. Should the 3 business day timeframe specified in clause 6.1(1) be increased to, for example, 5 business days?
- C. Should disconnection and debt recovery actions be suspended if the customer has been unable to make an appointment with a relevant consumer representative? And, if so, should the customer instead meet any other requirements for the suspension to take effect?

Question 9 – Should a retailer be required to submit any amendments to its hardship policy or only those that are material?

Question 10

- A. Should clause 7.3 in both the Code and the Gas Compendium apply to the same class of customers?
- B. If so, should both clauses apply to all small use customers, or only to residential customers?

Question 11 – Should clause 7.4(1)(a) be amended as follows:

the *customer* has denied access for at least ~~12~~ 9 consecutive months;

Question 12 – Should clause 8.1(1)(a) be amended to allow a retailer to require a customer to make a payment under an instalment plan before the retailer will agree to reconnect the customer’s supply address?

Question 13 – Should clause 9.3(5) be amended as follows:

A **retailer** must, within 10 **business days** of the change, [use reasonable endeavours to](#) notify a **pre-payment meter customer** in writing or by electronic means if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).

Question 14 – Is the amount of \$45, referred to in clause 9.10(7), still appropriate or should the amount be increased/decreased?

Question 15 – Should clause 9.11(2)(b) be deleted or retained?

Question 16 – Should clause 14.6(2) be deleted from the Code?

3 Background

3.1 The Electricity Market in Western Australia

Persons who operate a distribution network or sell electricity to end use customers must hold a licence issued by the Economic Regulation Authority (**Authority**) under the *Electricity Industry Act 2004 (Act)*. Licensees who distribute or sell electricity to small use customers must comply with the Code as a condition of their licence.

A small use customer is a customer who consumes not more than 160 MWh of electricity per year. Currently, 160MWh of electricity equates to an annual electricity bill of approximately \$39,515 (residential) or \$58,015 (business).

Eight retailers currently hold a licence to sell electricity to small use customers:

- Electricity Generation and Retail Corporation (t/a **Synergy**)
- Alinta Sales Pty Ltd (t/a **Alinta Energy**)
- Clear Energy Pty Ltd
- Regional Power Corporation (t/a **Horizon Power**)
- Perth Energy Pty Ltd
- Rottnest Island Authority (**RIA**)
- A-Star Electricity Pty Ltd
- Wesfarmers Kleenheat Gas Pty Ltd (**Kleenheat**)

According to data provided to the Authority for the 2014 reporting year, Synergy is the largest retailer in the State with just over 1,012,608 residential and non-residential small use customers, or approximately 95% of the total market. Horizon Power, which retails in a number of areas of the State outside the South West Interconnected System (**SWIS**), had over 46,633 customers, or approximately 4% of the total market. The remaining customers were divided between Alinta Energy (1,967), Perth Energy (229) and RIA (26).

In the SWIS, only Synergy is able to sell electricity to customers who consume less than 50MWh of electricity per year (non-contestable customers).¹

Western Power is the monopoly distribution network provider to small use customers within the SWIS, with over 1,060,000 customer connections (approximately 95.7% of the State total) and over 90,000km of distribution lines.

3.2 Code of Conduct for the Supply of Electricity to Small Use Customers

The Code regulates and controls the conduct of retailers, distributors and electricity marketing agents who supply and market electricity to residential and non-residential small use customers. The Code was developed to protect the interests of customers who have little or no market power. For this reason, the Code only applies to small use customers.

¹ This is because, by law, Western Power is only allowed to supply services to Synergy for the supply of electricity to customers who consume less than 50MWh of electricity per year.

The Code is made under section 79 of the Act and was first established in 2004 by the Minister for Energy after being developed by the Electricity Reform Consumer Forum. Upon gazettal on 31 December 2004, responsibility for the Code transferred to the Authority.

The Code covers a broad range of issues including:

- Marketing
- Connection
- Billing
- Payment
- Payment Difficulties & Financial Hardship
- Disconnection
- Reconnection
- Pre-payment meters
- Information Provision
- Complaints
- Reporting
- Service Standard Payments

The Code has the power of subsidiary legislation.

3.3 Electricity Code Consultative Committee

Under section 81 of the Act, the Authority is required to establish a committee to advise it on matters relating to the Code. This committee, known as the Electricity Code Consultative Committee or ECCC, was established on 1 September 2006.

Under section 88 of the Act, the committee must carry out a review of the Code as soon as practicable after the first anniversary of its commencement and then every two years thereafter.

3.3.1 Terms of Reference

In 2013, the Authority approved amendments to the ECCC Terms of Reference (**Attachment 2**) for the ECCC. The ECCC Terms of Reference allow for the ECCC to comprise:

- a Chairperson (from the Authority's Secretariat), who has no voting right;
- an executive officer (from the Authority's Secretariat) who has no voting right;
- a government agency representative from the Department of Commerce;
- a government agency representative from the Public Utilities Office;
- four consumer organisation representatives; and
- four industry representatives.

3.3.2 Committee Members

Appointments for the current term of the ECCC were made in June 2015. Current members of the ECCC are:

Chair	
Executive Director Licensing, Monitoring & Customer Protection	Economic Regulation Authority
Executive Officer	
Assistant Director Customer Protection	Economic Regulation Authority
Industry representatives	
Catherine Rousch	Alinta Energy
Gino Guidice	Western Power
Simon Thackray	Synergy
Melanie Gordon	Kleenheat
Consumer Organisation representatives	
Charles Brown	Financial Counsellors' Association of WA
Matthew Sargeant	Chamber of Commerce & Industry
Mark Fitzpatrick	St Vincent de Paul
Justine Clarke	Midland Information, Debt and Legal Advocacy Service Inc. (MIDLAS)
Government representatives	
Sarah Hazell	Department of Commerce
Alex Kroon	Public Utilities Office

3.4 Previous Code Reviews

Since the establishment of the Code, the ECCC has undertaken four reviews of the Code in its entirety and one review which was limited to the pre-payment meter arrangements under Part 9 of the Code. The ECCC has further provided advice on amendments proposed by the Authority to the pre-payment meter grandfathering provisions and the life support provisions.

The current Code, the *Code of Conduct for the Supply of Electricity to Small Use Customers 2014*, was gazetted on 10 June 2014 and came into effect on 1 July 2014.

For further information on previous Code reviews, visit:

<https://www.erawa.com.au/electricity/electricity-licensing/code-of-conduct-for-the-supply-of-electricity-to-small-use-customers>

3.5 Code Review Process

The Secretariat of the Authority prepared a Discussion Paper for the consideration of the ECCC in August 2015. The ECCC met to discuss the issues outlined in the Discussion Paper and after considering a draft, has approved this report.

The Electricity Act requires that the ECCC undertake consultation with interested parties and consider any submissions made before providing its advice to the Authority. The ECCC has provided a four-week period for this consultation process.

Following receipt of submissions the ECCC will consider the issues raised and provide a Final Review Report to the Authority.

After consideration of the Final Review Report the Authority may decide to propose amendments to the Code. The Electricity Act requires the Authority to send proposed amendments to the ECCC for advice. The ECCC must undertake further consultation with interested parties before providing that advice.

Upon receipt of the ECCC's advice, the Authority will make its final decision.

4 Electricity Market Review

On 6 March 2014, the Minister for Energy launched the Electricity Market Review (**EMR**). The EMR aims to assess the need for reform in the electricity sector in light of the high and increasing costs of electricity services.

The objectives of the EMR are as follows:

- Reducing costs of production and supply of electricity and electricity related services, without compromising safe and reliable supply;
- Reducing Government exposure to energy market risks, with a particular focus on having future generation built by the private sector without Government investment, underwriting or other financial support; and
- Attracting to the electricity market private-sector participants that are of a scale and capitalisation sufficient to facilitate long-term stability and investment.

The EMR consists of two phases.

4.1 Phase 1

The focus of phase 1 was to assess the strengths and weaknesses of the current industry structure, market institutions and regulatory arrangements and to examine options for reform to better achieve the EMR objectives.

Phase 1 was carried out by a Steering Committee comprising an independent Chair, the Deputy Director General of the Department of Finance (Public Utilities Office), and the Deputy Director General of Strategic Policy at the Department of State Development.

In August 2014, the Steering Committee released a discussion paper. The discussion paper outlined some of the main problems in the electricity industry and introduced some preliminary options for reform to combat these problems. The Committee received 51 submissions in response to the discussion paper, with varying levels of support for different types of reform.

In December 2014, the Steering Committee provided an options paper to the State Government which included 14 recommendations. Copies of the discussion paper and options paper are available from the Department of Finance, Public Utilities Office's website².

4.2 Phase 2

Upon consideration of the options paper, the Minister for Energy announced a number of reforms to the WA electricity industry.

One of the main reforms proposed by Government is the introduction of full retail contestability for residential and small business customers. In this regard, the Minister for Energy has noted:

²http://www.finance.wa.gov.au/cms/Public_Utilities_Office/Electricity_Market_Review/Electricity_Market_Review_-_Phase_1.aspx

Subject to adequate consumer protection mechanisms being established, households and small businesses should have the same opportunity for choice and better prices in their purchase of electricity services. It is also expected that Synergy will be free to retail gas to small business and residential consumers once full retail contestability is introduced.³

The introduction of full retail contestability is scheduled for mid-2018 as the Government subsidy for the electricity market is expected to be reduced to zero by that time.

Other major reforms include the transfer of the regulation of Western Power's electricity network from the Authority to the Australian Energy Regulator, and changes to WA's wholesale electricity market to increase transparency and efficiency.⁴

The reforms will be carried out by a Steering Committee comprising representatives from the Public Utilities Office, Independent Market Operator, Department of Treasury, Synergy, Western Power, the State Solicitor's Office and the Department of State Development. The Steering Committee will be supported by a Project Office based within the Department of Finance's Public Utilities Office.

The Steering Committee will be responsible for preparing detailed designs of the proposed reforms. The Steering Committee will refer its final designs to Government for its consideration. Government is expected to decide progressively over 2015/16 and 2016/17 which designs will be implemented.

4.3 Impact of EMR on Code review process

Although Government has announced a number of proposed reforms, at this stage it is unclear which reforms will eventually be implemented and what the exact details of those reforms will be. In view of this uncertainty, the ECCC has decided not to take account of the proposed reforms in its consideration of the issues raised in this report.

³ Minister for Energy, Government energised for electricity reform, Media Statement, 24 March 2015, <http://www.mediastatements.wa.gov.au/pages/StatementDetails.aspx?listName=StatementsBarnett&StatId=9242>

⁴ Further information regarding the proposed reforms and reform process is available at: http://www.finance.wa.gov.au/cms/Public_Utility_Office/Electricity_Market_Review/Electricity_Market_Review_-_Phase_2.aspx

5 Part 1 – Preliminary

5.1 General – Premises vs Supply Address

The Code includes the following definitions for “premises” and “supply address”:

“**premises**” means premises owned or occupied by a new or existing **customer**.

“**supply address**” means the **premises** to which electricity was, is or may be supplied under a **contract**.

Within Parts 2 to 13, the term “premises” is only used in clause 2.6 which relates to canvassing, and the explanatory note under clause 3.1. All other clauses refer to “supply address”.

However, within Part 1 the term “premises” is used in a number of the definitions.

The ECCC recommends that the term “supply address” be used where the clause relates to the supply of electricity, and the term “premises” where no supply has (yet) occurred (e.g. in the case of marketing).

This would result in the following changes:

“**collective customer**” means a customer –

- (a) who receives a single bill from the **retailer** for electricity supplied at two or more **premises supply addresses**; or
- (b) who is supplied electricity from the same **retailer** at multiple sites at ~~the customer’s premises~~ **a single supply address**.

“**consumption**” means the amount of electricity supplied by the **retailer** to the **customer’s premises supply address** as recorded by the **meter**.

“**de-energise**” means the removal of the supply voltage from the **meter** at the **premises supply address** while leaving the **premises supply address** attached.

“**energy efficiency audit**” means an audit for the purpose of identifying energy usage and opportunities for energy conversation within a **premises supply address**.

“**re-energise**” means to restore the supply voltage to the meter at the **premises supply address**.

Recommendation 1

Replace “premises” with “supply address” in the following definitions included in clause 1.5:

- collective customer
- consumption
- de-energise
- energy efficiency audit⁵
- re-energise

⁵ Please note that this definition is proposed to be deleted (paragraph 5.5 below).

5.2 Clause 1.5 – Definition of complaint

Standards Australia has issued new guidelines for complaint management in organisations (AS/NZS 10002:2014). The Standard includes the following, new definition of “complaint”:

Expression of dissatisfaction made to or about an organization, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required.

Recommendation 2

Amend the definition of “complaint” in clause 1.5 to be consistent with the definition of “complaint” included in AS/NZS 10002:2014, *Guidelines for complaint management in organizations*.

5.3 Clause 1.5 – Definition of door to door marketing

The term “door to door marketing” is no longer used in the Code.

Recommendation 3

Delete the definition of “door to door marketing” from clause 1.5.

5.4 Clause 1.5 – Definition of electronic means

The definition of “electronic means” reads as follows:

“**electronic means**” means the internet, email, facsimile or other similar means but does not include **telephone**.

Short Message Service (SMS) is a text messaging service component of phone, Web, or mobile communication systems.

The sending of a text message, or SMS, generally occurs by phone which raises the question as to whether the sending of SMS falls under the definition of “electronic means” and/or “telephone”.

The ECCC understands that the sending of an SMS is covered by the definition of “electronic means”; not by the definition of “telephone” as this definition specifically refers to a device used to transmit and receive voice frequency signals. In the interest of clarity, the ECCC recommends that reference to SMS is included in the definition of “electronic means”.

Recommendation 4

Extend the definition of “electronic means” to include reference to SMS.

Clauses 4.4, 9.3 and 9.11 further refer to the undefined term “electronic address”. The ECCC recommends that this term is replaced with “email address” for reasons of clarity.

Recommendation 5

Replace the term “electronic address” in clauses 4.4, 9.3 and 9.11 with “email address”.

5.5 Clause 1.5 – Definition of energy efficiency audit

As part of the 2013 review of the Code, the requirement on retailers to provide information relating to energy efficiency audits was removed from the Code. However, the definition of “energy efficiency audit” was inadvertently retained.

As the term “energy efficiency audit” is no longer used in the Code, the ECCC recommends it is deleted from the Code.

Recommendation 6

Delete the definition of “energy efficiency audit” from clause 1.5.

5.6 Clause 1.5 – Definition of instalment plan

The definition of “instalment plan” in the Code is as follows:

“instalment plan” means an arrangement between a **retailer** and a **customer** to assist the **customer** to remain connected, reduce its arrears and minimise the risk of the **customer** getting into further debt where the **customer** pays in arrears or in advance and continued usage on its account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account the **customer’s** capacity to pay. It does not include **customers** using a payment plan as a matter of convenience or for flexible budgeting purposes.

The definition of instalment plan makes reference to a payment plan, however the phrase “payment plan” is not used elsewhere in the Code nor is it defined. The ECCC recommends that “payment plan” is replaced with “instalment plan”.

Recommendation 7

In the definition of “instalment plan”, replace the words “payment plan” with “instalment plan”.

5.7 Clause 1.10 – Variation from the Code

Clause 1.10 provides that a retailer and a customer may agree that certain clauses⁶ will not apply, or may be amended, in a non-standard contract.

⁶ Clauses 4.1; 4.2; 5.1; 5.2; 5.4; 5.7 and 8.1.

In addition, a number of clauses⁷ specify that a customer and a retailer may agree to a different service standard than the standard specified in the Code. For example, clause 4.5(1), which sets out what information must be included on a bill, provides “unless the customer agrees otherwise”; thereby allowing a customer and retailer to agree that certain information does not have to be included on the customer’s bill. Where the ability to vary a service standard is specified in the clause, it applies to customers both on standard form contracts and on non-standard contracts.

The ECCC is seeking comment on whether additional flexibility should be given to customers and retailers to agree to service standards different from those specified in the Code, particularly in respect of customers on standard form contracts.

Service standards⁸ which, for example, may benefit from additional flexibility include:

- **Clause 5.1 – Due dates for payment:** Allow a customer and retailer to agree to a payment due date which is longer or shorter than 12 business days.
- **Clause 5.2 – Minimum payment methods:** Allow a customer and retailer to agree to fewer or different payment methods than those specified in the Code.
- **Clause 5.4 – Payment in advance:** Allow a customer and retailer to agree to a minimum payment amount which is less or more than \$20.
- **Clause 5.7 – Vacating a supply address:** Allow a retailer and a customer to agree to a shorter or longer notification period than the period specified in the Code.

Additional flexibility would allow a customer and a retailer to better meet the needs of both the customer and the retailer.

However, it would also mean that customers and retailers can contract out of some of the basic ‘safety net’ provisions set out in the Code. This may (inadvertently) lessen the protection offered by the Code to some customers, particularly to those that may be considered to be vulnerable customers.

Question 1

- A. Should clauses 5.1, 5.2, 5.4 and 5.7 be amended to allow a retailer and a customer to agree to a service standard different from that set out in the Code?
- B. Should any additional clauses be amended to allow a retailer and a customer to agree to a service standard different from that set out in the Code?

⁷ Clauses 3.1(2); 4.1(a)(i); 4.2(2); 4.3(2)(c); 4.3(2)(d); 4.5(1); 4.14(2); 6.4(3)(b); 14.7(1)(c) and 14.7(2)(c). The service standards set out in these clauses can be varied both for customers on a standard form contract *and* for customers on a non-standard contract.

⁸ It is noted that these clauses may already be varied in a non-standard contract under clause 1.10.

6 Part 2 – Marketing

6.1 Clause 2.4(1) – Concessions

Clause 2.4(1) requires a retailer or electricity marketing agent to ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed.

The ECCC is seeking comment on whether clause 2.4(1) should be deleted as there are a number of other provisions that also deal with the provision of concession information to customers:

- Clause 2.2(2)(e) requires a retailer or electricity marketing agent to give a residential customer, who has entered into a standard form contract, information on concessions no later than on or with the customer's first bill.
- Clause 2.3(2)(f) requires a retailer or electricity marketing agent to give a residential customer, who has entered into a non-standard contract, information on concessions before the customer enters into the contract.
- Clause 10.3 requires a retailer to give a customer, on request, information about concessions and the contact details of the organisation responsible for administering those concessions.

Although clause 2.4(1) overlaps to some extent with clause 2.3(2)(f), there appears to be less overlap with clause 2.2(2)(e). Whereas clause 2.4(1) contains a general obligation to disclose the inclusion of concessions, clause 2.2(2)(e) only requires concession information to be provided after the standard form contract has been entered into ("at the time of customer's first bill"). Deletion of clause 2.4(1) could result in customers who enter into a standard form contract only being informed of concession information after the contract has been entered into.

Question 2

Should clause 2.4(1) be deleted?

6.2 Clause 2.4(2) – Contact by telephone

Clause 2.4(2) requires a retailer or electricity marketing agent to ensure that a customer is able to contact the retailer or electricity marketing agent on the retailer's or electricity marketing agent's telephone number during the normal business hours of the retailer or electricity marketing agent for the purposes of enquiries, verifications and complaints.

In recognition of the fact that retailers can no longer only be contacted by telephone but also electronically (such as by email, live chat, Facebook or SMS), the ECCC recommends that the words "telephone number" be replaced with "contact details, including telephone number,". The words "including telephone number" aim to clarify that a customer will still be able to contact a retailer by telephone.

Recommendation 8

Amend clause 2.4(2) as follows:

A **retailer** or **electricity marketing agent** must ensure that a **customer** is able to **contact** the **retailer** or **electricity marketing agent** on the **retailer's** or **electricity marketing agent's** contact details, including telephone number, during the normal business hours of the **retailer** or **electricity marketing agent** for the purposes of enquiries, verifications and **complaints**.

6.3 Clause 2.5(2)(b) – Face to face contact

Clause 2.5(2)(b) requires that a retailer or electricity marketing agent who meets with a customer face to face for the purposes of marketing, provide the customer as soon as practicable with certain information in writing. This includes the retailer's or electricity marketing agent's first name, marketing identification number, the retailer's name, the retailer's complaints telephone number, and the telephone number of the electricity ombudsman.

The ECCC recommends that this information should only have to be provided upon the customer's request. The ECCC notes that retailers and marketing agents who, in the course of marketing, meet with a customer face to face will continue to be required to wear an identity card.⁹

Recommendation 9

Amend clause 2.5(2)(b) as follows:

A **retailer** or **electricity marketing agent** who meets with a **customer** face to face for the purposes of **marketing** must [...]

- (b) ~~as soon as practicable~~ upon request, provide the **customer**, in writing –
- (i) his or her first name;
 - (ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);
 - (iii) the name of the **retailer** on whose behalf the **contact** is being made;
 - (iv) the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
 - (v) the business address and Australian Business or Company Number of the **retailer** on whose behalf the **contact** is being made; and
 - (vi) the **telephone** number of the **electricity ombudsman**.

⁹ Clause 2.5(2)(a) requires a retailer or electricity marketing agent who meets with a customer face to face for the purposes of marketing to wear a clearly visible and legible identity card that shows his or her first name, his or her photograph, his or her marketing identification number, and the name of the retailer on whose behalf the contact is being made.

7 Part 4 – Billing

7.1 Clause 4.5(1) – Subject to subclause (k)

This clause reads “Unless the customer agrees otherwise, subject to subclause (k), a retailer must include at least the following information on a customer’s bill –”.

The ECCC considers the current reference of “subject to subclause (k)” not to be particularly clear. The ECCC recommends that the words “subject to subclause (k)” be deleted from clause 4.5(1) and that, instead, the words “if applicable,” are inserted in subclause (k).

Recommendation 10

Amend clause 4.5(1) as follows:

Unless the **customer** agrees otherwise, ~~subject to subclause (k),~~ a **retailer** must include at least the following information on a **customer’s** bill – [...]

(k) if applicable, the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;

7.2 Clause 4.5(1)(c) – Meter readings on the bill

This clause requires a retailer to include on the bill:

if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –

- (i) the current **meter** reading or estimate; and
- (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;

The use of the word “and” at the end of subclause (i) implies that the bills of time of use customers should include both a single meter reading and separate meter readings for each time band. Although technically some meters may be able to provide a single meter reading by adding up the meter readings for each time band, there is little value in doing so for either the customer or the retailer.

The ECCC therefore recommends that the word “and” at the end of subclause (i) is replaced with “or”.

The ECCC notes that all bills will continue to include either the total meter reading or meter reading per time band **and** the customer’s total consumption and, if applicable, the customer’s consumption per time band. The proposed amendment will therefore not affect a customer’s ability to verify their bill.

Recommendation 11

Amend clause 4.5(1)(c) as follows:

Unless the **customer** agrees otherwise, subject to subclause (k), a **retailer** must include at least the following information on a **customer’s** bill – [...]

(c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –

- (i) the current **meter** reading or estimate; ~~and~~ or
- (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;

7.3 Clause 4.5(1)(bb), 4.5(1)(cc) and 10.11(2)(c) – Special needs

Clauses 4.5(1)(bb) and clause 10.11(2)(c) currently require a retailer and distributor to include the National Interpreter Symbol together with the words “Interpreter Services” on certain documentation. The Code does not require retailers and distributors to also include the relevant telephone number for interpreter services.

The ECCC recommends that retailers and distributors should also be required to include the telephone number for interpreter services on the bill, reminder notice and disconnection warnings.

Recommendation 12

A. Amend clause 4.5(1)(bb) as follows:

with respect to **residential customers**, the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with and~~ the words “Interpreter Services”;

B. Amend clause 10.11(2)(c) as follows:

the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with and~~ the words “Interpreter Services”,

The ECCC further recommends that the word “retailer’s” be deleted from clause 4.5(1)(cc). Whilst some retailers provide a direct TTY service (and hence have their own designated telephone number that customers requiring TTY services can contact them on) the majority of retailers choose to list the TTY service number of the National Relay Service. A relay officer at the National Relay Service will then call the retailer on the customer’s behalf and relay the call.

The proposed amendment to clause 4.5(1)(cc) provides a retailer with the flexibility to provide a TTY service directly or utilise the services of the National Relay Service.

Recommendation 13

Amend clause 4.5(1)(cc) as follows:

the ~~retailer’s~~ **telephone number** for **TTY** services; and

7.4 Clause 4.6 – Basing a bill upon an actual meter read

Clause 5.4 of the Metering Code requires a distributor to obtain an actual meter read at least once every 12 months. Despite this, the ECCC is aware that some customers receive estimated bills for a period greater than 12 months. In the majority of cases, this is due to the customer failing to provide access to the meter. In a small number of cases, customers may be receiving estimated bills for more than 12 months due to an error on behalf of the distributor or retailer.

Although the Code prescribes what should happen if a customer has been overcharged or undercharged as result of receiving estimated bills, the Code does not contain an obligation on retailers to base at least one bill every 12 months on an actual meter reading.

The ECCC seeks comment as to whether the Code should contain an obligation on retailers to base at least one bill every 12 months on an actual meter reading. Such an obligation could, for example, be added to clause 4.6 which currently sets out what a bill must be based on.

The ECCC is mindful that retailers will not be able to comply with such an obligation if the customer continues to deny access to the meter. The ECCC is therefore also interested in the views of stakeholders as to whether such an obligation should be qualified. For example, should it be subject to the retailer having received an actual meter read from the distributor?

Question 3

- A. Should retailers be obliged to base at least one bill every 12 months on an actual meter reading?
- B. If so, should the obligation be qualified? For example, should it be subject to the retailer having received an actual meter read from the distributor?

7.5 Clause 4.8(2) – Estimations on bill

Clause 4.8(2) requires a retailer who has based a bill upon an estimation to specify on the bill “in a visible and legible manner” certain information. The ECCC considers the term “visible and legible” to be somewhat meaningless. It would be difficult to envisage a situation where information specified on the bill is not visible or legible.

Recommendation 14

Amend clause 4.8(2) as follows:

If a **retailer** bases a bill upon an estimation, the **retailer** must clearly specify ~~in a visible and legible manner~~ on the **customer’s** bill that –

7.6 Clause 4.8(2)(c)(i) – Verification of a meter reading

Clause 4.8(2)(c)(i) provides that if a bill is based upon an estimation, the retailer must specify on the bill that the customer may request a verification of a meter reading.

The ECCC notes that clause 4.8 only applies to bills based upon estimations. However subclause (i) refers to a “verification of a metering reading”, which implies that a meter reading is available. This appears inconsistent. The ECCC therefore recommends that subclause (i) be amended allow for verifications of energy data.

Energy data is defined under the Metering Code and includes estimated or substituted energy data. The Metering Code also contains an obligation on distributors to verify energy data upon a retailer’s request.

Recommendation 15

- A. Amend clause 4.8(2)(c)(i) as follows:
 - (c) the **customer** may request –
 - (i) a verification of energy data ~~a meter reading~~;
- B. Include the following new definition in clause 1.5:

“**energy data**” has the same meaning as in the **Metering Code**.

7.7 Clause 4.17(2) – Undercharging due to customer’s actions

Clause 4.17(2) sets out what a retailer must do if a customer has been undercharged as a result of an error, defect or default for which the retailer or distributor is responsible, and the retailer intends to recover the amount undercharged. Amongst other things, the retailer must limit the amount to be recovered to the last 12 months.

The ECCC understands that there is some uncertainty as to whether a failure by a distributor to obtain an actual meter reading at least once every 12 months¹⁰ due to the customer failing to provide access, constitutes a default for which the distributor is responsible.

Some customers deliberately fail to provide access to the meter for a prolonged period of time, sometimes for several years. In these cases, the distributor will be unable to take an actual meter reading. As a result, the retailer will have to base its bills on estimates or on the customer’s reading of the meter, both of which could be subject to error. If the estimate is lower than the amount actually consumed, the retailer will try to recover the amount undercharged.

A retailer would not be able to recover that part of the amount undercharged that occurred over 12 months ago if any failure to read a meter, regardless of the cause, is considered a default by the distributor. This appears unreasonable if the failure to read the meter, and the resulting undercharge, were a direct result of the customer’s actions.

The ECCC seeks comment as to whether clause 4.17(2) should be amended to clarify that failure by a distributor to obtain an actual meter read due to the customer (continuously) failing to provide access to the meter does not constitute a “default” by the distributor.

This could, for example, be achieved by:

- Inserting the word “solely” before “responsible” in clause 4.17(2).
- Amending the definition of “undercharging”, or inserting a new definition for “*error defect or default for which the retailer or distributor is responsible*”, to clarify that the distributor is not in default if the distributor was unable to obtain a meter reading due to the customer (continuously) failing to provide access; or
- Amending clause 4.17(2) consistent with Rule 30 of the National Energy Retail Rules which provides that a retailer may recover an amount undercharged for more than 9 months¹¹ if the amount undercharged was a result of the customer’s fault, act or omission.

The ECCC is also interested in the views of stakeholders as to whether additional customer safeguards would be required if clause 4.17 is amended. Safeguards that could be considered include, for example, specifying that the failure to read the meter must have been due solely to the customer’s actions, or specifying that the distributor and/or

¹⁰ As required under clause 5.4 of the Metering Code.

¹¹ Rule 30 of the National Energy Retail Rules limits the amount undercharged that may be recovered to the previous 9 months, whereas the Code limits this amount to the previous 12 months.

retailer must have made a concerted effort to contact the customer to gain access to the property.

Question 4

- A. Should clause 4.17(2) be amended to clarify that failure by a distributor to obtain an actual meter read due to the customer (continuously) failing to provide access to the meter does not constitute a “default” by the distributor?
- B. If so, how should the clause be amended?

7.8 Clause 4.17(2)(d) – Interest on undercharged amounts

Clause 4.17(2)(d) currently precludes a retailer from charging interest or late payment fees on undercharged amounts. The prohibition applies irrespective of whether it is the retailer’s first request for payment, or whether the retailer has made numerous requests for payment and the customer continues to refuse to pay the outstanding amount.

The ECCC seeks comment as to whether retailers should be able to charge interest or late payment fees if customers, after the initial request for payment, continue to refuse to pay the undercharged amount.

The ECCC notes that any amendment to clause 4.17(2)(d) would not override the general prohibitions on the charging of late payment fees set out in clause 5.6. This means, for example, that retailer would still not be able to charge a late payment fee if the customer has made a complaint which remains unresolved or is on an instalment plan.

Question 5

Should retailers be able to impose interest and late payment fees on amounts undercharged where the customer has refused to repay the amount?

7.9 Clause 4.18(6) and 4.19(5) – Repaying an amount overcharged or an adjustment

Clauses 4.18(6) and 4.19(5) specifies how a retailer may repay an amount overcharged or adjustment if the amount is less than \$75. Subclause (b) provides that the retailer may “credit the amount to the customer’s account (in which case subclause (3) applies as if the customer instructed the retailer to credit the customer’s account)”.

The ECCC considers the current wording to be unnecessarily complex and recommends the following amendment:

credit the amount to the **customer’s next bill account** ~~(in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer’s** account).~~

In addition, the ECCC recommends deleting the words “notwithstanding subclause (2)” as, in both clauses, subclause (2) already provides that it is subject to subclause (6).

Recommendation 16

A. Amend clause 4.18(6) as follows:

Where the amount referred to in subclause (2) is less than \$75 the **retailer** may, ~~notwithstanding clause 4.18(2)~~, notify a **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –

- (a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
- (b) credit the amount to the **customer's next bill account** ~~(in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's** account).~~

B. Amend clause 4.19(5) as follows:

Where the amount referred to in subclause (2) is less than \$75 the **retailer** may, ~~notwithstanding clause 4.18(2)~~, notify a **customer** of the **adjustment** by no later than the next bill after the **meter** is read, and –

- (a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
- (b) credit the amount to the **customer's next bill account** ~~(in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's** account).~~

7.10 Clause 4.18(6) & (7) and clause 4.19(5) & (7) – Minimum amount

If a retailer owes a customer \$75 or less, the retailer may directly credit the amount to the customer's account.

The ECCC seeks comment as to whether the current threshold of \$75 is still considered appropriate.

The ECCC notes that the 'overcharge threshold' prescribed under the National Energy Retail Rules is currently \$50.¹²

Question 6

Is the amount of \$75, as referred to in clause 4.18(6) & (7) and clause 4.19(5) & (7), still appropriate or should this amount be increased/decreased?

7.11 Clause 4.18(7) and 4.19(7) – Making payments

These clauses provide that retailers may use an overcharged amount or adjustment to offset a debt owed by a customer, unless the customer is experiencing payment difficulties or financial hardship, **or** the customer is making payments under an alternative payment arrangement under Part 6 of the Code.

¹² Rule 31(6) of the National Energy Retail Rules.

As only customers who have been assessed as experiencing payment difficulties or financial hardship have to be offered a payment plan under Part 6, the ECCC considers subclause (b) to be superfluous.

Recommendation 17

- A. Delete clause 4.18(7)(b).
- B. Delete clause 4.19(7)(b).

8 Part 5 – Payment

8.1 Clause 5.1 – Due dates for payment

Customers currently have to pay their electricity bills within 12 business days from the date of the bill.

Last year, Australia Post introduced service changes to business mail which resulted in business mail being delivered two days slower than Australia Post's previous timetable. About 70 per cent of business mail is currently sent via the slower Regular service.¹³ As the bill due date is calculated from the date of the bill, customers may have increasingly less time to pay their bill.

The ECCC seeks comment as to whether the minimum timeframes for due dates, reminder notices and disconnection warnings should be increased in recognition of Australia Post's new service standards.

Question 7

- A. Should the minimum timeframes for bill due dates, reminder notices and disconnection warnings be increased and, if so, by how much?
- B. Are there any other clauses that may require amendment in light of Australia Post's extended delivery time frames?

8.2 Clause 5.2(e) – Paying by telephone

As part of the 2014 review of the Gas Compendium, the Authority amended clause 5.2 by adding reference to debit cards to subclause (e).

The ECCC recommends that clause 5.2(e) be amended consistent with clause 5.2(e) of the Gas Compendium.

Recommendation 18

Amend clause 5.2(e) as follows:

(e) by **telephone** by means of credit card [or debit card](#).

8.3 Transfer of debt

There may be circumstances where a customer and another account holder wish to transfer the debt from the customer to the other account holder (e.g. family members). However, the Code does not allow a customer to transfer a debt to a different account holder.

¹³ <http://auspost.com.au/media/documents/Reform-Fact-Sheet.pdf>

The ECCC recommends that a new clause be inserted in the Code that permits a customer to transfer a debt to a different account holder, provided the retailer and the different account holder both agree.

Recommendation 19

Insert the following new clause 5.9 in the Code:

5.9 Transfer of debt

If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.

9 Part 6 – Payment Difficulties & Financial Hardship

9.1 References to “independent financial counsellors” and “relevant consumer representative organisations”

Throughout Part 6 reference is made to “independent financial counsellors”, “financial counsellors” and “relevant consumer representative organisations”. The term “relevant consumer representative organisation” is defined as “an organisation that may reasonably be expected to represent the interests of residential customers who are experiencing payment difficulties or financial hardship”. The terms “independent financial counsellor” and “financial counsellor” are not defined.

The terms are used both concurrently and separately, for example:

Clause 6.2 - Temporary suspension of actions

- (1) If a **retailer** refers a **residential customer** to an independent financial counsellor or relevant consumer representative organisation under clause 6.1(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- (2) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and the **residential customer** –
 - (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to the **retailer** that the **residential customer** has made an appointment with a relevant consumer representative organisation to assess the **residential customer’s** capacity to pay or provides the **retailer** with an assessment from an independent financial counsellor or relevant consumer representative organisation,

the **retailer** must not unreasonably deny the **residential customer’s** request.

The use of these terms both concurrently and separately implies that they fulfil different functions. However, it is unclear what these different functions are and whether they are necessary.

The ECCC therefore recommends replacing “financial counsellor”, “independent financial counsellor” and “relevant consumer representative organisations” with a new term: *relevant consumer representative*. This term follows the current definition of “relevant consumer representative organisation” but is expanded to also include financial counsellors.

Reference to “organisation” is further replaced with “person” to ensure the definition covers both an organisation and an individual.¹⁴

The new definition would not only capture financial counsellors (as defined under the *National Consumer Credit Protection Act 2009*), but also organisations such as Anglicare, St Vincent de Paul’s and The Salvation Army.

¹⁴ Clause 1.4(2) of the Code provides that an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency, and vice versa.

Recommendation 20

- A. Replace references to “financial counsellor”, “independent financial counsellor” and/or “relevant consumer representative organisation” with the new defined term “relevant consumer representative”.
- B. Define the new term “relevant consumer representative” as follows:
 means a person who may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**, and includes financial counsellors.

9.2 Clause 6.1 and 6.2 – Access to financial counsellors

Clause 6.1(1)(b) provides that, if a retailer cannot assess whether a customer is experiencing payment difficulties or financial hardship, the retailer may refer the customer to a financial counsellor or relevant consumer representative organisation to make the assessment. Clause 6.2 further requires retailers to suspend all disconnection procedures for 15 business days to allow the customer sufficient time to make an appointment with a relevant consumer representative organisation.

The ECCC understands that, due to the sustained demand for financial counselling services, some customers are not be able to make an appointment within the 15 business days referred to in clause 6.2. Some financial counsellors have even resorted to only scheduling appointments one week out.

As part of the 2015/16 budget, the State Government has reduced the funding it provides for financial counselling services. This reduction in funding is likely to result in a decrease in the number of available financial counsellors; thereby further increasing the pressure on those counsellors that are still available.

The ECCC is seeking comments as to whether amendments should be made to clause 6.1 and 6.2. In particular, the ECCC seeks comment as to:

- Whether the 3 business day timeframe specified in clause 6.1(1) should be increased to, for example, 5 business days? This would provide retailers with additional time to assess whether a customer is experiencing payment difficulties or financial hardship.

The ECCC understands that some retailers are currently experiencing difficulty assessing customers within 3 business days due to an increase in customer payment problems. An increase in the assessment timeframe may also encourage retailers to make the assessment themselves, rather than directly referring the customer to a relevant consumer representative (such as a financial counsellor).

- Whether amendments are required to clause 6.2(2)? This clause currently provides that, if a customer requests a temporary suspension of disconnection and debt recovery actions, the retailer must not unreasonably deny the request **provided** the customer has demonstrated to the retailer they have made an appointment with a relevant consumer representative.

The ECCC is concerned that, due to a lack of financial counselling services and the practice of some financial counsellors to not schedule appointments more than one week out, some customers will not be able to demonstrate to a retailer that they have made an appointment with a relevant consumer representative.

As a result, these customers will not be eligible for a suspension of disconnection and debt recovery actions.

The ECCC is interested in the views of stakeholders as to whether disconnection and debt recovery actions should also be suspended if the customer has been unable to make an appointment with a relevant consumer representative. And, if so, whether the customer should instead meet any other requirements for the suspension to take effect.

Question 8

- A. In light of the limited availability of relevant consumer representatives (such as financial counsellors), should changes be made to clauses 6.1 and/or 6.2?
- B. Should the 3 business day timeframe specified in clause 6.1(1) be increased to, for example, 5 business days?
- C. Should disconnection and debt recovery actions be suspended if the customer has been unable to make an appointment with a relevant consumer representative? And, if so, should the customer instead meet any other requirements for the suspension to take effect?

9.3 Clause 6.2(2) – Temporary suspension of actions

Clause 6.2(2) recognises that customers may not be able to meet with a financial counsellor immediately as waiting lists often apply. The clause provides for the suspension of any disconnection or recovery actions for a minimum of 15 business days to provide the customer with sufficient time to see a financial counsellor.

However, the clause also provides a suspension “if the customer provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation”. It is unclear why the customer needs a suspension if the customer has already seen a financial counsellor and provided the retailer with the counsellor’s assessment.

The ECCC therefore recommends that the reference to an assessment from a financial counsellor is removed from clause 6.2(2)(b).

Recommendation 21

Amend clause 6.2(2) as follows:

- If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and ~~a the residential customer~~ –
- (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to the **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer’s** capacity to pay ~~or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation,~~
- the **retailer** must not unreasonably deny the **residential customer’s** request.

9.4 Clause 6.7 – Revision of alternative payment arrangements

Clause 6.7 currently includes three general references to clause 6.4(1). The ECCC recommends that the first general reference is replaced with a specific reference to subclause (b). The other two references in subclauses (a) and (b) could then be deleted.

Recommendation 22

Amend clause 6.7 as follows:

If a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer's** obligations under a previously elected payment arrangement under clause 6.4(1)(b), the **retailer** must give reasonable consideration to—

- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension ~~under clause 6.4(1)~~; or
- (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan** ~~under clause 6.4(1)~~.

9.5 Clause 6.10(2)(d) – Reduction/waiver of debt

Clause 6.10(2)(d) provides that a hardship policy must:

include a statement that the **retailer** may reduce/waive debt

Clause 6.10(3)(d)(iv) provides that hardship procedures must include guidance:

on the reduction and/or waiver of fees, charges and debt; and

The current requirement that the hardship policy must include a statement that the retailer may reduce/waive debt, may set unrealistic expectations that retailers will waive a customer's full debt. In most cases, retailers will assist the customer by waiving fees or charges, or waiving part of the debt, but generally not the full debt. The ECCC considers it preferable to amend clause 6.10(2)(d) to state that the retailer may reduce and/or waive fees, charges and debt, consistent with clause 6.10(3)(d)(iv).

Recommendation 23

Amend clause 6.10(2)(d) as follows:

include a statement that the **retailer** may reduce and/or waive fees, charges and debt

9.6 Clause 6.10(2)(f) – Overview of assistance

Clause 6.10(2)(f) provides that a hardship policy must:

include an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** and a statement that the **retailer** is able to provide further detail upon request

The assistance available under Part 6 of the Code covers a number of things, such as instalment plans and the provision of information. Although this assistance will be helpful

to customers in financial hardship, the ECCC considers that not all of the assistance should have to be included in a hardship policy as some of it will already be communicated to customers in other ways or may be too complex to include in a hardship policy. In particular, the ECCC considers that the following assistance should not have to be included in a hardship policy:

- A statement that a customer can have their bill redirected at no charge to a third person
- A list of all the payment methods available to the customer
- A statement that there are different types of meters and/or tariffs available to the customer (as applicable)
- A statement that a customer may pay in advance

In relation to payment methods, the ECCC notes that the bill must already specify all of the available payment methods. Therefore, it may not be particularly helpful to also include these methods in a hardship policy. However, the ECCC considers it important that the hardship policy specifies that residential customers can pay via Centrepay.

Recommendation 24

Amend clause 6.10(2)(f) as follows:

include:

- (i) an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** (other than the requirement of the **retailer** to advise the **customer** of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));
- (ii) that the **retailer** offers **residential customers** the right to pay their bill by **Centrepay**; and
- (iii) a statement that the **retailer** is able to provide further detail ~~up~~ upon request.

9.7 Clause 6.10(2)(g) – Concessions and grants

Clause 6.10(2)(g) requires retailers to include in their hardship policies an overview of any concessions and grants that may be available to the retailer's customers. "Concessions" is defined in clause 1.5 as "a concession, rebate, subsidy or grant". The reference to grants in clause 6.10(2)(g) therefore appears obsolete.

Recommendation 25

Amend clause 6.10(2)(g) as follows:

The **hardship policy** must [...] include an overview of any **concessions** ~~and grants~~ that may be available to the **retailer's customers**;

9.8 Clause 6.10(2)(h) – Special needs

The current drafting of clause 6.10(2)(h) appears to suggest that only large print copies must meet the requirements of subclauses (i) to (iii). This is not the intent of the clause.

The ECCC recommends that the clause is amended as follows:

The **hardship policy** must [...]

- (h) ~~be available in large print copies and~~ include –
 - (i) The National Interpreter Symbol with the words “Interpreter Services”;
 - (ii) Information on the availability of independent multi-lingual services; and
 - (iii) Information on the availability of **TTY** services; ~~and~~
- (i) [...]; ~~and~~
- (j) be available in large print copies.

The text “be available in large print copies” has been moved to new subclause (j) to retain the current numbering as much as possible.

Recommendation 26

Amend clause 6.10(2)(h) as follows:

The **hardship policy** must [...]

- (h) ~~be available in large print copies and~~ include –
 - (i) The National Interpreter Symbol with the words “Interpreter Services”;
 - (ii) Information on the availability of independent multi-lingual services; and
 - (iii) Information on the availability of **TTY** services; ~~and~~
- (i) [...]; ~~and~~
- (j) be available in large print copies.

9.9 Clause 6.10(3)(b)(i) – Energy efficiency auditors

Clause 6.10(3)(b)(i) provides that hardship procedures must:

provide for the training of staff including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship**, energy efficiency auditors and field officers

In 2012, the State Government closed the Hardship Efficiency Program which offered energy efficiency audits. In the subsequent 2013 review of the Code, the ECCC recommended that clauses 6.8(e)¹⁵ and 10.4(b)¹⁶ be deleted as they referred to energy efficiency audits. Consistent with these amendments, the ECCC recommends that reference to “energy efficiency auditors” is removed from clause 6.10(3)(b)(i).

Recommendation 27

Delete the words ‘energy efficiency auditors’ from clause 6.10(3)(b)(i).

¹⁵ Clause 6.8(e) of the 2012 Code used to read: “A retailer must advise a customer experiencing financial hardship of the energy efficiency information available to the customer, including the option to arrange for an energy efficiency audit.”

¹⁶ Clause 10.4(b) of the 2012 Code used to read: “A retailer must give a customer on request, at no charge, general information on [...] how a customer may arrange for an energy efficiency audit at the customer’s supply address; and [...]”

9.10 Clause 6.10(3)(c) – Guidance on treating customers sensitively and respectfully

Clause 6.10(3)(c) provides that hardship procedures must:

include guidance on how **customers experiencing financial hardship** are to be treated sensitively and respectfully;

The ECCC considers it is not clear what information retailers would have to include in their hardship procedures to comply with this requirement. Members agreed that the most effective way of ensuring customers in financial hardship are treated with sensitivity and respect is through the training of staff. The ECCC therefore recommends that clause 6.10(3)(c) is deleted and the requirements from that clause are incorporated into clause 6.10(b)(ii).

Recommendation 28

- A. Delete clause 6.10(3)(c).
- B. Amend clause 6.10(b)(ii) as follows:
 - on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers experiencing financial hardship** ~~consistently with the obligation in subclause (3)(c)~~;

9.11 Clause 6.10(5) – Records to be kept

Currently, retailers must keep records on:

- (a) the relevant consumer representative organisations consulted on the contents of the hardship policy and hardship procedures;
- (b) the dates the hardship policy and hardship procedures were established;
- (c) the dates the hardship policy and hardship procedures were reviewed; and
- (d) the dates the hardship policy and hardship procedures were amended.

The ECCC recommends that this requirement is removed from the Code as there is no demonstrable need for retailers keeping this information.

Recommendation 29

Delete clause 6.10(5).

9.12 Clause 6.10(6) – Submitting results of review

This clause provides that a retailer may at any time, or must if directed by the Authority, review its hardship policy and procedures and submit to the Authority the results of the review. The use of both the words “may” and “must” in the same sentence creates some uncertainty as to whether a retailer may or must submit the results of the review. The ECCC recommends the following amendment to clause 6.10(6):

~~The retailer may at any time, or must if~~ directed by the Authority, a retailer must review its hardship policy and procedures and submit to the Authority the results of that review within 5 business days after it is completed.

Under the proposed amendment, a retailer can still undertake a review on their own volition. However, if no amendments are made following a voluntary review, the retailer would not be required to submit the results of the review to the Authority. If amendments are made, the retailer would be required to submit a copy of its amended hardship policy under clause 6.10(8)).

Recommendation 30

Amend clause 6.10(6) as follows:

~~The retailer may at any time, or must if~~ directed by the Authority, **a retailer must** review its hardship policy and procedures and submit to the Authority the results of that review within 5 business days after it is completed.

9.13 Clause 6.10(8) – Submitting amendments to a hardship policy

Clause 6.10(8) provides that a retailer must submit to the Authority a copy of its hardship policy whenever it amends the policy. This means that any amendment, including typographical amendments or updates to contact details, must be submitted to the Authority.

The ECCC is seeking comment as to whether clause 6.10(8) should be amended to only require a retailer to submit a copy of the amended policy to the Authority if the amendments are material.

It is noted that such an amendment may result in the Authority not having a copy of the most recent hardship policy of some retailers. As the Authority publishes copies of the hardship policies of all retailers on its website, this could mean that some of the policies published on its website would not be current. It also opens up the question as to what constitutes a material change, and what does not.

Question 9

Should a retailer be required to submit any amendments to its hardship policy or only those that are material?

10 Part 7 – Disconnection

10.1 Clause 7.1(1)(b) – Contacting a customer

Clause 7.1(1)(b) requires a retailer to use its best endeavours to contact a customer, “including by telephone or electronic means or other method”, before disconnecting the customer’s electricity supply. The term “contact” is defined in clause 1.5 as “means contact that is face to face, by telephone or by post, facsimile or electronic means”.

In light of the definition of contact, the addition of the words “including by telephone or electronic means or other method” appears redundant.

Recommendation 31

Amend clause 7.1(1)(b) as follows:

Prior to arranging for **disconnection** of the a **customer’s supply address** for failure to pay a bill, a **retailer** must [...] use its best endeavours to **contact** the **customer**; ~~including by telephone or electronic means or other method~~; and

10.2 Clause 7.2(1)(f) – Previous supply address

This clause, essentially, provides that a retailer may only disconnect the customer’s supply address that is related to the bill. For example, a customer who receives separate bills for supply at their residential and business addresses can only be disconnected at the address for which the customer has failed to pay the bill. There is one exception; supply may be disconnected if the outstanding bill relates to a customer’s previous supply address.

The wording of clause 7.2(1)(f) currently appears unnecessarily complicated. The ECCC recommends clause 7.2(1)(f) is amended as follows:

Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer’s supply address** for failure to pay a bill [...] if the **supply address** does not relate to the bill, ~~(unless the customer has failed to make payments relating to an outstanding debt for amount outstanding relates to~~ a **supply address** previously occupied by the **customer**~~).~~

Recommendation 32

Amend clause 7.2(1)(f) as follows:

Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer’s supply address** for failure to pay a bill [...] if the **supply address** does not relate to the bill, ~~(unless the customer has failed to make payments relating to an outstanding debt for~~ amount outstanding relates to a **supply address** previously occupied by the **customer**~~).~~

10.3 Clause 7.3 – Dual fuel contracts

Clause 7.3 currently precludes a retailer from simultaneously disconnecting a customer’s electricity and gas supply if the customer is on dual fuel contract. In that case, the retailer

must wait 15 business days “from arranging for disconnection of the customer’s gas supply” until it may disconnect the customer’s electricity supply.

The ECCC recommends that the words “from arranging for disconnection” are replaced with a firmer timeframe, “from the date of disconnection”.

Recommendation 33

In clause 7.3, replace the words “from arranging for disconnection” with “from the date of disconnection”.

The ECCC also notes that clause 7.3 of the Code applies to all small use customers. The equivalent clause in the Gas Compendium only applies to residential customers.

As a dual fuel provider is bound by both the Code and the Gas Compendium, it appears odd that both clauses apply to different classes of customer.

The ECCC seeks comment as whether clause 7.3 in both the Code and the Gas Compendium should apply to the same class of customers. And, if so, to which class of customers: all small use customers (as currently provided under the Code) or residential customers only (as currently provided under the Gas Compendium)?

Question 10

- A. Should clause 7.3 in both the Code and the Gas Compendium apply to the same class of customers?
- B. If so, should both clauses apply to all small use customers, or only to residential customers?

10.4 Clause 7.4(1)(a) – Disconnection for denying access to a meter

A retailer may disconnect a customer’s supply address for denying access to the meter, provided the general requirements listed in subclause 7.4(1) have occurred. One of these requirements is that the customer has denied access to the meter for at least 12 consecutive months.

The ECCC is seeking comment as to whether clause 7.4(1)(a) should be amended to reduce the period from 12 months to 9 months.

A customer who has denied access to the meter for at least 12 months, would have received estimated bills during that time. If the estimates were significantly lower than the customer’s actual consumption, the retailer will recover the difference from the customer. This can result in significant bill shock, which could be reduced if disconnection was allowed after 9 months.

Another argument for reducing the period to 9 months, is that it could be argued that clause 7.4(1) does not support the operation of clause 5.4 of the Metering Code. Clause 5.4 of the Metering Code requires a distributor to obtain an actual meter reading at least once every 12 months. At present a retailer cannot assist a distributor in obtaining a

meter reading at least once every 12 months, as the retailer can only commence the disconnection process for failure to provide access to the meter after 12 months.

Reducing the period from 12 to 9 months would be consistent with the National Energy Retail Rules¹⁷ which provide that supply may be disconnected if the customer has denied access to the meter for three consecutive scheduled meter readings. The equivalent clause in the Gas Compendium refers to three consecutive bills¹⁸. As meter reading cycles in the NEM and billing cycles in the WA gas market are typically three months, disconnection in these markets can typically occur after 9 months. As Synergy's billing cycle is currently two months, it would be preferable to refer to 9 months rather than three billing cycles in the Code (otherwise disconnection could occur after 6 months).

Question 11

Should clause 7.4(1)(a) be amended as follows:

the **customer** has denied access for at least ~~12~~ 9 consecutive months;

10.5 Clause 7.7(1)(a) – Registering contact details

Clause 7.7(1)(a) currently requires a retailer to register the customer's supply address "and contact details as a life support equipment address". As technically contact details cannot be registered "as a life support equipment address", the ECCC recommends that reference to contact details is moved from subclause (a) to subclause (b).

Recommendation 34

Amend clause 7.7(1)(a) as follows:

If a **customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer's supply address** requires **life support equipment**, the **retailer** must—

- (a) register the **customer's supply address** ~~and contact details~~ as a **life support equipment** address;
- (b) register the **life support equipment** required by the **customer** and the customer's contact details; [...]

10.6 Clause 7.7(2) – Registering life support equipment

During the 2013 Code Review, the ECCC received advice that Western Power treats all registered life support equipment customers as a priority irrespective of the type of life support equipment used. In recognition of this advice, the ECCC agreed to remove the requirement on retailers to advise distributors of the type of life support equipment used by their customers (clause 7.7(1)(c)).

However, the requirement on retailers to advise the distributor of any changes in life support equipment was not removed (clause 7.7(2)). Similarly, clause 7.7(1)(b) still

¹⁷ Rule 113 of the National Energy Retail Rules.

¹⁸ Clause 7.4(1)(a) of the Gas Compendium.

requires retailers to register the type of life support equipment that is required by the customer.

For reasons of consistency, the ECCC recommends that reference to life support equipment is removed from clause 7.7(2) and clause 7.7(1)(b) is deleted in its entirety.

Recommendation 35

- A. Delete reference to “life support equipment” from clause 7.7(2).
- B. Delete clause 7.7(1)(b).

10.7 Clause 7.7(2) – Moving supply address

Where a customer who is registered as having a person requiring life support residing at the supply address moves supply address, the retailer is required to move the life support registration with the customer. At times, a customer may move supply address without the person requiring life support also moving to the new supply address.

For example, a family with a child requiring life support may be registered with a retailer. When the father (who is registered as the account holder) moves to a different supply address but the mother and child remain at the current supply address, the Code requires the retailer to move the registration with the father even though the child has not moved address. In this case, the registration should remain at the current supply address where the child resides.

To ensure that the retailer’s life support equipment register remains current and accurate, the ECCC recommends that clause 7.7(2) is amended to only require a change of supply address in circumstances where the customer has confirmed that the person requiring life support equipment has also moved to the customer’s new supply address.

Recommendation 36

Amend clause 7.7(2) as follows:

- If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer**:
- (a) that the person residing at the **customer’s supply address** who requires **life support equipment** is changing **supply address**;
 - (b) of a change ~~of the customer’s supply address in~~ contact details, ~~life support equipment~~, or
 - (c) that the **customer’s supply address** no longer requires registration as a **life support equipment** address,
- the **retailer** must -
- ~~(a)~~(d) register the change ~~of details~~;
 - ~~(b)~~(e) notify the **customer’s distributor** of the change ~~of details~~ –
 - (i) that same day, if the notification is received before 3pm on a **business day**, or
 - (ii) no later than the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
 - ~~(e)~~(f) continue to comply with subclause (1)(d) with respect to that **customer’s supply address**.

10.8 Clause 7.7(7)(a) – Termination of life support obligations

Currently, a retailer's and distributor's obligations in relation to life support terminate when the person who requires the life support vacates the supply address, no longer requires the life support or fails to provide the retailer with a re-certification. The obligations that are terminated are those set out in subclauses (1), (3), (4), (5) and (6); subclause (2) is not included in this list.

However, one of the obligations included under subclause (2)(c) is that a retailer must "continue to comply with subclause (1)(d) with respect to that customer's supply address". Subclause (1)(d) precludes a retailer from arranging for disconnection of a customer's supply address for failure to pay a bill while the person continues to reside at that address and requires the use of life support equipment.

It would therefore seem appropriate to include reference to subclause (2) in subclause 7.7(7)(a).

Recommendation 37

Amend clause 7.7(7)(a) as follows:

When [...] the retailer's and distributor's obligations under subclauses (1), ~~to (3), (4), (5) and~~ (6) terminate and the retailer or distributor (as applicable) must remove the customer's details from the life support equipment address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii): [...]

11 Part 8 – Reconnection

11.1 Clause 8.1(1)(a) – Reconnection by retailer

Under clause 8.1(1)(a), a retailer must reconnect a customer's supply address where the customer has been disconnected due to:

failure to pay a bill, and the **customer** has paid or agreed to accept an offer of an **instalment plan**, or other payment arrangement;

The clause does not currently allow a retailer to require a customer to make a payment under an instalment plan prior to reconnection.

The ECCC seeks comment as to whether clause 8.1(1)(a) should be amended to include a provision similar to clause 7.1(2)(c).

Clause 7.1(2) sets out when a customer is taken to have failed to pay a bill. Under subclause (c) a customer is taken to have failed to pay the retailer's bill if the customer has not –

(c) adhered to the **customer's** obligations to make payments in accordance with an agreed **instalment plan** or other payment arrangement relating to the payment of the **retailer's** bill.

The amendment would allow a retailer to require a payment under an instalment plan prior to reconnecting the customer's supply address.

Question 12

Should clause 8.1(1)(a) be amended to allow a retailer to require a customer to make a payment under an instalment plan before the retailer will agree to reconnect the customer's supply address?

12 Part 9 – Pre-payment meters

12.1 Part 9 – Pre-payment meter customer

The terms “pre-payment meter customer” and “customer” are used inconsistently throughout Part 9. The ECCC recommends that any inconsistencies are removed.

Recommendation 38

- A. Replace reference to “customer” with “pre-payment meter customer” in clauses 9.4(1)(a), 9.4(3)(a), 9.9(1), 9.10(7) and 9.11(1).
- B. Amend clause 9.4(4) as follows:
 If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's~~ that supply address –
- C. Amend clause 9.5(1) as follows:
 If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the pre-payment meter customer's supply address requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at ~~the customer's~~ that supply address and the **retailer** must, or must immediately arrange to –
- D. Amend clause 9.5(2) as follows:
 If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's~~ that supply address as soon as possible and in any event no later than –
- E. Amend clause 9.9(4)(c) as follows:
 refund ~~the customer~~ any charges paid by the pre-payment meter customer pursuant to this clause for the testing of the **pre-payment meter**.
- F. Amend clauses 9.11(2)(c), (d) and (e) as follows:
 the **retailer** must use best endeavours to **contact** the pre-payment meter customer as soon as is reasonably practicable to provide –
 (c) the information referred to in clauses 2.3 and 2.4 ~~to the customer~~;
 (d) information about the different types of **meters** available to the pre-payment meter customer;
 (e) information about and referral to relevant ~~customer~~ financial assistance programmes, and/or

12.2 Clause 9.2(3) – Misleading conduct

Clause 9.2(3) reads as follows:

- A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service**—
- (a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or
- (b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.

The ECCC considers that clause 9.2(3) unnecessarily duplicates the *Competition and Consumer Act 2010* and therefore recommends it be deleted.

Section 18(1) of the Australian Consumer Law provides:

A person must not, in trade or commerce, engage in conduct that is misleading or deceptive or is likely to mislead or deceive.

Section 50(1) of the Australian Consumer Law provides:

A person must not use physical force, or undue harassment or coercion, in connection with:

- (a) the supply or possible supply of goods or services; or
- (b) the payment for goods or services; or
- (c) the sale or grant, or the possible sale or grant, of an interest in land; or
- (d) the payment for an interest in land.

Recommendation 39

Delete clause 9.2(3).

12.3 Clause 9.3(2) – Pre-payment meter contract information

Clause 9.3(2) requires a retailer to give certain information to a residential customer who has entered into a pre-payment meter contract. Similarly, clause 2.2(1)(b) sets out the information a retailer must give to a customer who has entered into a standard form contract. Unlike clause 9.3(2), clause 2.2(1)(b) provides that the retailer may either give the information or make it available.

The ECCC recommends that clause 9.3(b) be amended, consistent with clause 2.2(1)(b), to provide that a retailer may either give the information or make the information available to the customer.

Recommendation 40

Amend clause 9.3(2) as follows:

No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give, or make available to the **residential customer** at no charge—

12.4 Clause 9.3 – Information on reversion

At present, clause 9.3(2)(d) and (s) read as follows:

No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give the **residential customer** at no charge – [...]

- (d) details of the period at or before the expiry of which the **residential customer** may replace or switch the **pre-payment meter** to a standard **meter** at no cost to the **residential customer**;

[...]

- (s) the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** if the **residential pre-payment meter customer** replaces or switches the **pre-payment meter** to a standard **meter**.

The information that must be provided under both subclauses is very similar. The ECCC recommends the deletion of subclause (d).

Recommendation 41

Delete clause 9.3(2)(d).

12.5 Clause 9.3(5) – Provision of information on recharge facilities

Clause 9.3(5) requires a retailer to, within 10 business days, provide written or electronic notification to pre-payment meter customers if the recharge facilities change from the details of recharge facilities that were given to the customer at the time the customer entered into the pre-payment meter contract. The ECCC considered that for customers in extremely remote areas, who may also have limited access to electronic devices, the 10 business day timeframe could be difficult for a retailer to comply with. The ECCC considered whether clause 9.3(5) should be amended so that it is subject to the use of reasonable endeavours. The ECCC seeks stakeholders' views as to whether clause 9.3(5) should be amended to read as follows:

A **retailer** must, within 10 **business days** of the change, [use reasonable endeavours to](#) notify a **pre-payment meter customer** in writing or by electronic means if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).

Question 13

Should clause 9.3(5) be amended as follows:

A **retailer** must, within 10 **business days** of the change, [use reasonable endeavours to](#) notify a **pre-payment meter customer** in writing or by electronic means if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).

12.6 Clause 9.6 – Requirements for pre-payment meters

Clause 9.6(a) currently does not place a direct obligation on either the retailer or the distributor. The ECCC recommends that clause 9.6(a) is amended to clarify that a retailer must ensure that pre-payment meter customers can have access to emergency credit.

Recommendation 42

Amend clause 9.6(a) as follows:

A retailer must ensure that a ~~p~~Pre-payment meter customers will have access to emergency credit of \$20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the **pre-payment meter service** will be **de-energised**.

12.7 Clause 9.10(7) – Minimum threshold amount

Clause 9.10(7) provides for crediting a pre-payment meter customer's account in the event of the customer being overcharged. For amounts under \$45, clause 9.10(7) allows a retailer to credit the customer's account without having to ask the customer for instructions as to whether the amount should be credited to the pre-payment meter customer's account or repaid to the customer.

The \$45 threshold has been in place since 2012. The ECCC seeks comment as to whether the \$45 threshold is still considered appropriate, or whether the amount should be increased (or decreased).

This issue is similar to the issue discussed in paragraph 7.10, in relation to overcharging and adjustments.¹⁹

Question 14

Is the amount of \$45, referred to in clause 9.10(7), still appropriate or should the amount be increased/decreased?

12.8 Clause 9.11(1)(a) & 9.11(2)(a) – Informing a retailer of payment problems

Clauses 9.11(1)(a) and 9.11(2)(a) require a retailer to give reasonable consideration to a request for a waiver of fees if the customer has informed the retailer "*in writing, by telephone or by electronic means*", that the customer is having payment problems. The term "*in writing, by telephone or by electronic means*" appears unnecessary. It is unlikely the customer would inform the retailer in a manner other than the manners mentioned.

The ECCC recommends that the words "*in writing, by telephone or by electronic means*" be deleted from clauses 9.11(1)(a) and 9.11(2)(a)

Recommendation 43

A. Amend clause 9.11(1)(a) as follows:

A **retailer** must give reasonable consideration to a request by -

- (a) a **residential pre-payment customer** that informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or [...]

¹⁹ Clauses 4.18(6) and (7), and clauses 4.19(5) and (7) of the Code

B. Amend clause 9.11(2)(a) as follows:

Notwithstanding the obligations under clause 6.10, a **retailer** must ensure that -

- (a) where a **residential pre-payment customer** informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or [...]

12.9 Clause 9.11(2)(b) – Pre-payment meter customers experiencing payment difficulties or financial hardship

Clause 9.11(2) states:

Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that—

- (a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by **telephone** or by electronic means that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
- (b) the **retailer** identifies that a **residential pre-payment meter customer** has been disconnected 2 or more times in any 1-month period for longer than 120 minutes on each occasion,

the **retailer** must use best endeavours to contact the **customer** as soon as is reasonably practicable to provide—

- (c) the information referred to in clauses 2.3 and 2.4 to the **customer**;
- (d) information about the different types of **meters** available to the **customer**;
- (e) information about and referral to relevant **customer** financial assistance programmes, and/or
- (f) referral to **relevant consumer representative organisations**; and/or
- (g) information on independent financial and other relevant counselling services.

Clause 9.11(2)(b) seeks to identify customers who, although they have not informed their retailer, may be experiencing financial hardship or payment difficulties. This clause was introduced in the Code following the 2010 review of Part 9 of the Code. At the time of the review, it was noted that although three outages of more than 240 minutes in a three month period was not a definitive measure of financial hardship, this measure of financial hardship had been used or proposed in other jurisdictions, and the ECCC agreed that it would suffice as a line in the sand until such time as a more appropriate indicator of financial hardship related to pre-payment meters were identified.

The standard of three outages of no more than 240 minutes in a three month period was amended in 2011 to two outages of more than 120 minutes in a one month period following changes to the pre-payment meter technology employed by Horizon Power.

The ECCC is seeking comment as to whether clause 9.11(2)(b) should be deleted or retained.

The ECCC is aware some retailers consider the requirement to contact a pre-payment meter customer if the customer has been disconnected two or more times in a month for over 120 minutes, to be unwarranted and intrusive for both the retailer and the customer. In their view, the customer is best placed to determine whether they are experiencing payment difficulties.

However, the ECCC is also mindful that there is no regular relationship between a retailer and a pre-payment customer like there is between a retailer and a customer on a

standard meter. If clause 9.11(2)(b) is deleted, a retailer will only know if a pre-payment meter customer is experiencing financial hardship if the customer contacts the retailer. If the customer does not contact the retailer, the retailer will not know the customer is in hardship and will not be able to advise the customer of any assistance that may be available.

The ECCC notes that the National Energy Retail Rules contain a rule²⁰ similar to clause 9.11(2)(b). This rule refers to three outages of no more than 240 minutes in a three month period.

Question 15

Should clause 9.11(2)(b) be deleted or retained?

12.10 Clause 9.11(2)(c) – Payment difficulties and financial hardship

A retailer must provide certain information to a pre-payment customer who has informed the retailer that the customer is experiencing payment problems as per clause 9.11(2). Clause 9.11(2)(c) contains a reference to clauses 2.3 and 2.4. During the last Code review, the marketing sections were restructured, and the information previously contained in clauses 2.3 and 2.4 is now included in clauses 2.2 and 2.3, so it appears logical to update these cross references. However, in reviewing this clause, the ECCC reconsidered whether it is appropriate for the type of information in clauses 2.2 and 2.3 to be provided to a customer who is experiencing financial hardship, as these clauses refer to information to be given to a non-PPM customer who is about to enter into a standard form contract or a non-standard contract. The ECCC agreed that this information is not relevant to a customer in financial hardship and therefore recommends that clause 9.11(2)(c) be deleted.

Recommendation 44

Delete clause 9.11(2)(c).

²⁰ Rule 141(2) of the National Energy Retail Rules

13 Part 10 – Information and communication

13.1 Clause 10.1(1) – Variation of tariffs

Clause 10.1(1) requires a retailer to give notice to each of its customers affected by a variation in its tariffs as soon as practicable after the variation is published and, in any event, no later than the next bill in a customer’s billing cycle.

The ECCC considered that notification to a customer by no later than the next bill should be adequate, and would avoid additional costs being imposed by a retailer which would be incurred if they wrote to customers on the matter of changed tariffs separate to sending the bill. The ECCC also noted that, in addition, some major retailers advertise a change in their tariffs in the newspaper.

Recommendation 45

Amend clause 10.1(1) as follows:

A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs ~~as soon as practicable after the variation is published and, in any event,~~ no later than the next bill in a **customer’s billing cycle**.

13.2 Clause 10.4 – Energy efficiency advice

Clause 10.4 requires a retailer to “give a customer on request, at no charge, general information on” cost effective and efficient ways to utilise electricity and the typical running costs of major domestic appliances.

The ECCC recommends that “or make available to” is added to clause 10.4. This will give retailers the option to direct customers to relevant websites.

Recommendation 46

Amend clause 10.4 as follows:

A **retailer** must give, or make available to a **customer** on request, at no charge, general information on –

13.3 Clause 10.7 – Provision of consumption data

Clause 10.7(2)(a) currently reads:

If a **customer** requests **consumption** data under sub clause (1) -

- (a) for a period less than the previous 2 years and no more than twice a year provided the **customer** has not been given **consumption** data pursuant to a request under sub clause (1) more than twice within the 12 months immediately preceding the request; or [...]

The clause includes two references to the fact that consumption only has to be provided no more than twice a year. The clause was amended in 2009 following a submission made by Alinta Energy:

The clause limits the ability of customers to request consumption data to “no more than twice a year”. However, under the current wording there is potential for the reference to “year” to be interpreted to refer to either a calendar year or financial year. If, as appears, the clause is intended to prevent the customer from requesting consumption data more than twice within any 12 month period preceding the request, it may be preferable to amend the clause as follows.

(a) for a period less than the previous two years and ~~no more than twice a year~~ provided the customer has not been given consumption data following a request under subclause (1) more than twice within the 12 months immediately preceding the request; or

It appears that the words “no more than twice a year” were inadvertently not deleted from the Code.

Recommendation 47

Delete the words “and no more than twice a year” from clause 10.7(2)(a).

13.4 Clause 10.10(3) – Availability of the Code

Clause 10.10(3) provides that:

A **retailer** and a **distributor** must make a copy of the **Code** available for inspection at the offices of the **retailer** and **distributor** at no charge.

The Code also requires a retailer and distributor to make a copy of the Code available to customers on the retailer's or distributor's website.

The ECCC recommends that clause 10.10(3) be deleted as it considers the requirement that a retailer and distributor must have a hard copy of the Code available for inspection at their offices, to be out dated in an era of electronic communication. The ECCC is also conscious of the external audit costs retailers and distributors incur by having to demonstrate compliance with this requirement.

Recommendation 48

Delete clause 10.10(3).

14 Part 12 – Complaints and dispute resolution

14.1 Clause 12.1(2)(a) – Compliance with Australian Standard

Standards Australia has issued new guidelines for complaint management in organisations (AS/NZS 10002:2014). The guidelines replace the previous standard on complaints handling, AS ISO 10002:2006.

Recommendation 49

Replace the reference to “AS ISO 10002-2006” in clause 12.1(2)(a) with “AS/NZS 10002:2014”.

15 Part 14 – Service standard payments (SSPs)

15.1 Clause 14.6(2) – Exceptions

As part of the consultation process for the 2013 review of the Code, Mr Bruce Bebbington made a public submission to the ECCC.²¹

In his submission, Mr Bebbington proposed that clause 14.6(2) be deleted from the Code. Clause 14.6(2) currently provides:

Except in the case of a payment under clauses 14.2 and 14.5 [wrongful disconnections], which are required to be made without application by a **customer** as soon as reasonably practical, a **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if the **customer** fails to apply to the **retailer** or **distributor** for the payment within 3 months of the non-compliance by the **retailer** or **distributor**.

According to Mr Bebbington, a customer should not be required to apply for payments for which a retailer or distributor is liable. Clauses 14.1, 14.3 and 14.4 specifically provide that the retailer or distributor “must pay” the customer, and clause 14.6(1) already provides an exemption for events outside of the retailer’s or distributor’s control.

At the time, the ECCC decided not to remove clause 14.6(2) from the Code, but to reconsider the issue during the 2015 Code review.

The ECCC seeks comments as to whether clause 14.6(2) should be removed from the Code. This would ensure that customers would no longer have to apply for a service standard payment. It would be the retailer’s or distributor’s responsibility to ensure customers who are entitled to a service standard payment will receive the payment.

The ECCC notes that the removal of clause 14.6(2) is likely to result in costs for retailers and distributors who will have to develop processes and/or system changes to proactively identify customers who are entitled to a service standard payment. These costs will ultimately be passed on to consumers. The ECCC is aware that Synergy currently advises customers of the availability of service standard payments in its customer service charter, on disconnection notices, and (once a year) on the bill. Western Power’s website also includes information on the availability of service standard payments.

Question 16

Should clause 14.6(2) be deleted from the Code?

²¹ A copy of Mr Bebbington’s submission is attached to the ECCC’s Final Advice to the Authority, which can be downloaded from the Authority’s [website](#).

ATTACHMENTS

Attachment 1 – Mark-up of Code showing recommendations

Attachment 2 – ECCC Terms of Reference

Attachment 1 – Mark-up of Code showing recommendations

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to Small Use Customers ~~2014~~2016***

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Part 1 Preliminary

1.1 Title

The **Code** may be cited as the *Code of Conduct for the Supply of Electricity to Small Use Customers* ~~2014~~[2016](#).

1.2 Authority

The **Code** is made by the **Authority** under section 79 of the **Act**.

1.3 Commencement

~~(4)~~ The **Code** comes into operation upon the day prescribed by the **Authority**.

1.4 Interpretation

- (1) Headings and notes are for convenience or information only and do not affect the interpretation of the **Code** or any term or condition set out in the **Code**.
- (2) An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.
- (3) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.
- (4) A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.
- (5) Other parts of speech and grammatical forms of a word or phrase defined in the **Code** have a corresponding meaning.
- (6) A reference to an **electricity marketing agent** arranging a **contract** is to be read as a reference to an **electricity marketing agent** entering into the **contract** on the **retailer's** or **customer's** behalf, or arranging the **contract** on behalf of another person (whichever is relevant).

1.5 Definitions

In the **Code**, unless the contrary intention appears –

“**accumulation meter**” has the same meaning as in clause 1.3 of the **Metering Code**.

“**Act**” means the *Electricity Industry Act 2004*.

“**adjustment**” means the difference in the amount charged –

- (a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or
- (b) under a bill smoothing arrangement based on an estimate carried out in accordance with clause 4.3(2)(a)-(b),

and the amount to be charged as a result of the bill being determined in accordance with clause 4.6(1)(a) provided that the difference is not as a result of a defect, error or default for which the **retailer** or **distributor** is responsible or contributed to.

“**alternative tariff**” means a tariff other than the tariff under which the **customer** is currently supplied electricity.

“**amendment date**” means 1 July ~~2014~~2016.

“**appropriately qualified medical practitioner**” means:

- (a) within the Perth Metropolitan Area, a specialist medical practitioner, a hospice doctor, or a practitioner working in a specialist department of a hospital ~~or hospice doctor~~; or
- (b) outside of the Perth Metropolitan Area, a doctor or general practitioner if he/she also works on an occasional basis from a local hospital or rural health service, or a hospice doctor.

“**attach**” has the same meaning as in the ***Obligation to Connect Regulations***.

“**Australian Consumer Law (WA)**” means schedule 2 to the *Competition and Consumer Act 2010* (Cth) as modified by section 36 of the *Fair Trading Act 2010* (WA).

“**Australian Standard**” means a standard published by Standards Australia.

“**Authority**” means the Economic Regulation Authority established under the *Economic Regulation Authority Act 2003*.

“**basic living needs**” includes –

- (a) rent or mortgage;
- (b) other utilities (e.g., gas, phone and water);
- (c) food and groceries;
- (d) transport (including petrol and car expenses);
- (e) childcare and school fees;
- (f) clothing; and
- (g) medical and dental expenses.

“**billing cycle**” means the regular recurrent period in which a **customer** receives a bill from a **retailer**.

“**business customer**” means a **customer** who is not a **residential customer**.

“**business day**” means any day except a Saturday, Sunday or **public holiday**.

“**call centre**” means a dedicated centre that has the purpose of receiving and transmitting **telephone** calls in relation to customer service operations of the **retailer** or **distributor**, as relevant, and consists of call centre staff and 1 or more information technology and communications systems designed to handle customer service calls and record call centre performance information.

“**change in personal circumstances**” includes –

- (a) sudden and unexpected disability, illness of or injury to the **residential customer** or a dependant of the **residential customer**;
- (b) loss of or damage to property of the **residential customer**; or
- (c) other similar unforeseeable circumstances arising as a result of events beyond the control of the **residential customer**.

“**Code**” means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2014-2016* as amended by the **Authority** pursuant to ~~under~~ section 79 of the **Act**.

“**collective customer**” means a **customer**:—

- (a) who receives a single bill from the **retailer** for electricity supplied at two or more ~~premises~~ supply addresses; or
- (b) who is supplied electricity from the same **retailer** at multiple sites at ~~the customer’s premises~~ a single supply address.

“**complaint**” means an expression of dissatisfaction made to or about an organisation, related to its products, ~~or~~ services, staff or the ~~complaints-handling process itself of a complaint~~, where a response or resolution is explicitly or implicitly expected or legally required.

“**concession**” means a concession, rebate, subsidy or grant related to the supply of electricity available to **residential customers** only.

“**connect**” means to **attach** by way of a physical link to a network and to **energise** the link.

“**consumption**” means the amount of electricity supplied by the **retailer** to the **customer’s** ~~premises~~ supply address as recorded by the **meter**.

“**contact**” means contact that is face to face, by **telephone** or by post, facsimile or **electronic means**.

“**contestable customer**” means a **customer** at an exit point where the amount of electricity transferred at the exit point is more than the amount prescribed under the *Electricity Corporations (Prescribed Customers) Order 2007* made under the *Electricity Corporations Act 2005* or under another enactment dealing with the progressive introduction of customer contestability.

“**contract**” means a **standard form contract** or a **non-standard contract**.

“**cooling-off period**” means the period specified in the **contract** as the cooling-off period.

“**credit retrieval**” means the ability for a **pre-payment meter customer** to recover any payments made for the supply of electricity.

“**customer**” means a customer who consumes not more than 160 MWh of electricity per annum.

“**de-energise**” means the removal of the supply voltage from the **meter** at the ~~premises~~ supply address while leaving the **premises attached**.

“**direct debit facility**” means a facility offered by a **retailer** to automatically deduct a payment from a **customer’s** nominated account and entered into with a **customer** in accordance with clause 5.3.

“**disconnect**” means to **de-energise** the **customer’s supply address**, other than in the event of an **interruption**.

“**disconnection warning**” means a notice in writing issued in accordance with clause 7.1(1)(c) or clause 7.4(1).

“**distributor**” means a person who holds a distribution licence or integrated regional licence under Part 2 of the **Act**.

~~“**door to door marketing**” means the **marketing** practice under which—~~

- ~~(a) an **electricity marketing agent** goes from place to place seeking out persons who may be prepared to enter, as **customers**, into **contracts**; and~~

~~(b) the **electricity marketing agent** or some other **electricity marketing agent** then or subsequently enters into negotiations with those prospective **customers** with a view to arranging **contracts** on behalf of, or for the benefit of, a **retailer** or party other than the **customer**.~~

“**dual fuel contract**” means a **non-standard contract** for the sale of electricity and for the sale of gas by a **retailer** to a **contestable customer**.

“**Electricity Industry Code**” means the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.

“**electricity marketing agent**” means –

(a) a person who acts on behalf of a **retailer** –

(i) for the purpose of obtaining new **customers** for the licensee; or

(ii) in dealings with existing **customers** in relation to **contracts** for the supply of electricity by the licensee;

(b) a person who engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; or

(c) a representative, agent or employee of a person referred to in subclause (a) or (b),

but does not include a person who is a **customer** representative.

“**electricity ombudsman**” means the ombudsman appointed under the scheme initially approved by the Minister or by the **Authority** for any amendments under section 92 of the **Act**.

“**Electricity Generation and Retail Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.

“**electronic means**” means the internet, email, facsimile, SMS or other similar means but does not include **telephone**.

“**emergency**” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

“**energise**” has the same meaning as in the ***Obligation to Connect Regulations***.

~~“**energy efficiency audit**” means an audit for the purpose of identifying energy usage and opportunities for energy conservation within a **premises**.~~

“**energy data**” has the same meaning as in the ***Metering Code***.

“**export**” means the amount of electricity exported into the **distributor’s** network as recorded by the **meter**.

“**financial hardship**” means a state of more than immediate financial disadvantage which results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** without affecting the ability to meet the **basic living needs** of the **residential customer** or a dependant of the **residential customer**.

“**historical debt**” means an amount outstanding for the supply of electricity by a **retailer** to a **customer’s** previous **supply address** or **supply addresses**.

“**instalment plan**” means an arrangement between a **retailer** and a **customer** to assist the **customer** to remain **connected**, reduce its arrears and minimise the risk of the **customer** getting into further debt where the **customer** pays in arrears or in advance and continued usage on its account according to an agreed payment schedule

(generally involving payment of at least 3 instalments) taking into account the **customer's** capacity to pay. It does not include **customers** using ~~a payment an instalment~~ plan as a matter of convenience or for flexible budgeting purposes.

“**interruption**” means the temporary unavailability of supply from the distribution network to a **customer**, but does not include **disconnection** under Part 7.

“**life support equipment**” means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme.

“**marketing**” includes engaging or attempting to engage in any of the following activities by any means, including door to door or by **telephone** or other **electronic means** –

- (a) negotiations for, or dealings in respect of, a **contract** for the supply of electricity to a **customer**, or
- (b) advertising, promotion, market research or public relations in relation to the supply of electricity to **customers**.

“**marketing identification number**” means a unique number assigned by a **retailer** to each **electricity marketing agent** acting on its behalf.

“**meter**” has the same meaning ~~given to that term as~~ in the **Metering Code**.

“**metering agent**” means a person responsible for reading the **meter** on behalf of the **distributor**.

“**Metering Code**” means the *Electricity Industry Metering Code* ~~2012-2005 as amended or replaced~~.

“**metrology procedure**” has the same meaning as in the **Metering Code**.

“**metropolitan area**” means –

- (a) the region described in Schedule 3 of the *Planning and Development Act 2005*;
- (b) the local government district of Mandurah;
- (c) the local government district of Murray; and
- (d) the townsites, as constituted under section 26 of the *Land Administration Act 1997*, of –
 - (i) Albany;
 - (ii) Bunbury;
 - (iii) Geraldton;
 - (iv) Kalgoorlie;
 - (v) Karratha;
 - (vi) Port Hedland; and
 - (vii) South Hedland.

“**National Interpreter Symbol**” means the national public information symbol “Interpreter Symbol” (with text) developed by Victoria in partnership with the Commonwealth, State and Territory governments in accordance with **Australian Standard** 2342.

“**non-contestable customer**” means a **customer** other than a **contestable customer**.

“**non-standard contract**” means a contract entered into between a **retailer** and a **customer**, or a class of **customers**, that is not a **standard form contract**.

“**Obligation to Connect Regulations**” means the *Electricity Industry (Obligation to Connect) Regulations 2005* (WA).

“**overcharging**” means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(4)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.

“**payment difficulties**” means a state of immediate financial disadvantage that results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** by reason of a **change in personal circumstances**.

“**payment problems**” includes, without limitation, payment problems relating to a **historical debt**.

“**premises**” means premises owned or occupied by a new or existing **customer**.

“**pre-payment meter**” means a **meter** that requires a **customer** to pay for the supply of electricity prior to **consumption**.

“**pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address**.

“**pre-payment meter service**” means a service for the supply of electricity where the **customer** agrees to purchase electricity by means of a **pre-payment meter**.

“**public holiday**” means a public holiday in Western Australia.

“**re-certification**” means confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer’s supply address** continues to require **life support equipment**.

“**recharge facility**” means a facility where a **pre-payment meter customer** can purchase credit for the **pre-payment meter**.

“**reconnect**” means to **re-energise** the **customer’s supply address** following **disconnection**.

“**re-energise**” means to restore the supply voltage to the **meter** at the **premises supply address**.

“**regional area**” means all areas in Western Australia other than the **metropolitan area**.

“**Regional Power Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.

“**relevant consumer representative organisation**” means ~~an organisation that a person~~ who may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**, and includes financial counsellors.

“**reminder notice**” means a notice in writing issued in accordance with clause 7.1(1)(a).

“**reporting year**” means a year commencing on 1 July and ending on 30 June.

“**residential customer**” means a **customer** who consumes electricity solely for domestic use.

“**residential pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address** and who consumes electricity solely for domestic use.

“**resolved**” means the decision or determination made by the **retailer** or **distributor** (as relevant) with respect to the **complaint**, where the **retailer** or **distributor**, having regard to the nature and particular circumstances of the **complaint**, has used all reasonable steps to ensure the best possible approach to addressing the **complaint**.

“**retailer**” means a person who holds a retail licence or integrated regional licence under Part 2 of the **Act**.

“**standard form contract**” means a contract that is approved by the **Authority** under section 51 of the **Act** or prescribed by the Minister under section 55 of the **Act** prior to its repeal.

“**supply address**” means the **premises** to which electricity was, is or may be supplied under a **contract**.

“**telephone**” means a device which is used to transmit and receive voice frequency signals.

“**temporary suspension of actions**” means a situation where a **retailer** temporarily suspends all **disconnection** and debt recovery procedures without entering into an alternative payment arrangement under clause 6.4(1).

“**time band**” refers to a period of time within a **time of use tariff** to which a given tariff rate applies.

“**time of use tariff**” means a tariff structure in which some or all of the tariff varies according to the time at which electricity is supplied.

“**TTY**” means a teletypewriter.

“**Type 7**” has the same meaning as in the **Metering Code**.

“**undercharging**” includes, without limitation –

- (a) the failure to issue a bill in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or
- (b) the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.

“**unsolicited consumer agreement**” is defined in section 69 of the **Australian Consumer Law (WA)**.

“**verifiable consent**” means consent that is given –

- (a) expressly;
- (b) in writing or orally;
- (c) after the **retailer** or **electricity marketing agent** (whichever is relevant) has in plain language appropriate to that **customer** disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and
- (d) by the **customer** or a nominated person competent to give consent on the **customer’s** behalf.

1.6 Application

Subject to clause 1.10, the **Code** applies to –

- (a) **retailers**;
- (b) **distributors**; and
- (c) **electricity marketing agents**,

in accordance with Part 6 of the **Act**.

1.7 Purpose

The **Code** regulates and controls the conduct of **electricity marketing agents, retailers and distributors**.

1.8 Objectives

The objectives of the **Code** are to –

- (a) define standards of conduct in the supply and **marketing** of electricity to **customers**; and
- (b) protect **customers** from undesirable **marketing** conduct.

1.9 Amendment & Review

The process for amendment and review of the **Code** is set out in Part 6 of the **Act**.

1.10 Variation from the Code

A **retailer** and a **customer** may agree that the following clauses (marked with an asterisk and an annotation throughout) do not apply, or are to be amended in their application, in a **non-standard contract** –

- (a) 4.1;
- (b) 4.2;
- (c) 5.1;
- (d) 5.2;
- (e) 5.4;
- (f) 5.7; and
- (g) 8.1.

Part 2 Marketing

NOTE: This **Code** is not the only compliance obligation in relation to marketing. Other State and Federal laws apply to marketing activities, including but not limited to the *Fair Trading Act 2010* (WA), the *Spam Act 2003* (Cth), the *Spam Regulations 2004* (Cth), the *Do Not Call Register Act 2006* (Cth), the *Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2007* (Cth) and the *Privacy Act 1988* (Cth).

Division 1 – Obligations particular to retailers

2.1 Retailers to ensure electricity marketing agents comply with this Part

A **retailer** must ensure that its **electricity marketing agents** comply with this Part.

Division 2 – Contracts and information to be provided to customers

2.2 Entering into a standard form contract

- (1) When entering into a **standard form contract** that is not an **unsolicited consumer agreement**, a **retailer** or **electricity marketing agent** must-
 - (a) record the date the **standard form contract** was entered into;
 - (b) give, or make available to the **customer** at no charge, a copy of the **standard form contract** -
 - (i) at the time the **standard form contract** is entered into, if the **standard form contract** was not entered into over the **telephone**; or
 - (ii) as soon as possible, but not more than 5 **business days** after the **standard form contract** was entered into, if the **standard form contract** was entered into over the **telephone**.
- (2) Subject to subclause (3), a **retailer** or **electricity marketing agent** must give the following information to a **customer** no later than on or with the **customer's** first bill -
 - (a) how the **customer** may obtain -
 - (i) a copy of the **Code**; and
 - (ii) details on all relevant tariffs, fees, charges, **alternative tariffs** and service levels that may apply to the **customer**,
 - (b) the scope of the **Code**;
 - (c) that a **retailer** and **electricity marketing agent** must comply with the **Code**;
 - (d) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (e) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**;
 - (f) the **distributor's** 24 hour **telephone** number for faults and emergencies;
 - (g) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -

- (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
 - (ii) **TTY** services;
 - (h) how to make an enquiry of, or **complaint** to, the **retailer**; and
 - (i) general information on the safe use of electricity.
- (3) For the purposes of subclause (2), a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
- (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
 - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.

2.3 Entering into a non-standard contract

- (1) When entering into a **non-standard contract** that is not an **unsolicited consumer agreement**, a **retailer** or **electricity marketing agent** must -
- (a) obtain and make a record of the **customer's verifiable consent** that the **non-standard contract** has been entered into, and
 - (b) give, or make available to the **customer** at no charge, a copy of the **non-standard contract** -
 - (i) at the time the **non-standard contract** is entered into, if the **non-standard contract** was not entered into over the **telephone**; or
 - (ii) as soon as possible, but not more than 5 **business days** after the **non-standard contract** was entered into, if the **non-standard contract** was entered into over the **telephone**.
- (2) Before entering into a **non-standard contract**, a **retailer** or **electricity marketing agent** must give the **customer** the following information -
- (a) details of any right the **customer** may have to rescind the **non-standard contract** during a **cooling-off period** and the charges that may apply if the **customer** rescinds the **non-standard contract**;
 - (b) how the **customer** may obtain -
 - (i) a copy of the **Code**; and
 - (ii) details on all relevant tariffs, fees, charges, **alternative tariffs** and service levels that may apply to the **customer**,
 - (c) the scope of the **Code**;
 - (d) that a **retailer** and **electricity marketing agent** must comply with the **Code**;
 - (e) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (f) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**;
 - (g) the **distributor's** 24 hour **telephone** number for faults and emergencies;
 - (h) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -

- (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
 - (ii) **TTY** services;
- (i) how to make an enquiry of, or **complaint** to, the **retailer**; and
- (j) general information on the safe use of electricity.
- (3) For the purposes of subclauses (2)(b)-(j), a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
 - (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
 - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.
- (4) Before arranging a **non-standard contract**, the **Electricity Generation and Retail Corporation** or **Regional Power Corporation**, or an **electricity marketing agent** acting on behalf of it, must give a **customer** the following information:
 - (a) that the **customer** is able to choose the **standard form contract** offered by the relevant **retailer**; and
 - (b) the difference between the **non-standard contract** and the **standard form contract**.
- (5) Subject to subclause (3), ~~the a~~ **retailer** or **electricity marketing agent** must obtain the **customer's verifiable consent** that the information in clause 2.3(2) and clause 2.3(4) (if applicable) has been given.

Division 3 – Marketing Conduct

2.4 Standards of Conduct

- (1) A **retailer** or **electricity marketing agent** must ensure that the inclusion of **concessions** is made clear to **residential customers** and any prices that exclude **concessions** are disclosed.
- (2) A **retailer** or **electricity marketing agent** must ensure that a **customer** is able to **contact** the **retailer** or **electricity marketing agent** on the **retailer's** or **electricity marketing agent's contact details, including telephone** number, during the normal business hours of the **retailer** or **electricity marketing agent** for the purposes of enquiries, verifications and **complaints**.

2.5 Contact for the purposes of marketing

- (1) A **retailer** or **electricity marketing agent** who makes **contact** with a **customer** for the purposes of **marketing** must, on request by the **customer** –
 - (a) provide the **customer** with the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
 - (b) provide the **customer** with the **telephone** number of the **electricity ombudsman**; and

- (c) for contact by an **electricity marketing agent**, provide the **customer** with the **electricity marketing agent's marketing identification number**.
- (2) A **retailer** or **electricity marketing agent** who meets with a **customer** face to face for the purposes of **marketing** must –
- (a) wear a clearly visible and legible identity card that shows –
- (i) his or her first name;
 - (ii) his or her photograph;
 - (iii) his or her **marketing identification number** (for contact by an **electricity marketing agent**); and
 - (iv) the name of the **retailer** on whose behalf the **contact** is being made; and
- (b) ~~as soon as practicable~~ upon request, provide the **customer**, in writing –
- (i) his or her first name;
 - (ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);
 - (iii) the name of the **retailer** on whose behalf the **contact** is being made;
 - (iv) the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
 - (v) the business address and Australian Business or Company Number of the **retailer** on whose behalf the **contact** is being made; and
 - (vi) the **telephone** number of the **electricity ombudsman**.

2.6 No canvassing or advertising signs

A **retailer** or **electricity marketing agent** who visits a person's **premises** for the purposes of **marketing** must comply with any clearly visible signs at ~~a~~ the person's **premises** indicating –

- (a) canvassing is not permitted at the **premises**; or
- (b) no advertising or similar material is to be left at the **premises** or in a letterbox or other receptacle at, or associated with, the **premises**.

Division 4 – Miscellaneous

2.7 Compliance

- (1) An **electricity marketing agent** who contravenes a provision of this Part commits an offence.

Penalty –

- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20 000.

- (2) If an **electricity marketing agent** of a **retailer** contravenes a provision of this Part, the **retailer** commits an offence.

Penalty –

- (a) for an individual, \$5 000;
 - (b) for a body corporate, \$20 000.
- (3) It is a defence to a prosecution for a contravention of subclause (2) if the **retailer** proves that the **retailer** used reasonable endeavours to ensure that the **electricity marketing agent** complied with the **Code**.

2.8 Presumption of authority

A person who carries out any **marketing** activity in the name of or for the benefit of –

- (a) a **retailer**; or
- (b) an **electricity marketing agent**,

is to be taken, unless the contrary is proved, to have been employed or authorised by the **retailer** or **electricity marketing agent** to carry out that activity.

2.9 Electricity marketing agent complaints

- (1) An **electricity marketing agent** must –
- (a) keep a record of each **complaint** made by a **customer**, or person **contacted** for the purposes of **marketing**, about the **marketing** carried out by or on behalf of the **electricity marketing agent**, and
 - (b) on request by the **electricity ombudsman** in relation to a particular **complaint**, give to the **electricity ombudsman**, within 28 days of receiving the request, all information that the **electricity marketing agent** has relating to the **complaint**.

2.10 Records to be kept

A record or other information that an **electricity marketing agent** is required by this **Code** to keep must be kept for at least 2 years –

- (a) after the last time the person to whom the information relates was **contacted** by or on behalf of the **electricity marketing agent**; or
- (b) after receipt of the last **contact** from or on behalf of the **electricity marketing agent**, whichever is later.

Part 3 Connection

3.1 Obligation to forward connection application

- (1) If a **retailer** agrees to sell electricity to a **customer** or arrange for the **connection** of the **customer's supply address**, the **retailer** must forward ~~the~~ **a customer's** request for **connection** to the relevant **distributor** for the purpose of arranging for the **connection** of the **customer's supply address** (if the **customer's supply address** is not already **connected**).
- (2) Unless the **customer** agrees otherwise, a **retailer** must forward the **customer's** request for **connection** to the relevant **distributor** –
 - (a) that same day, if the request is received before 3pm on a **business day**; or
 - (b) the next **business day**, if the request is received after 3pm or on a Saturday, Sunday or **public holiday**.
- (3) In this clause –

“**customer**” includes a **customer's** nominated representative.

[Note: The **Obligation to Connect Regulations** provide regulations in relation to the obligation upon a **distributor** to **energise** and **connect a premises**.]

Part 4 Billing

Division 1 – Billing cycles

4.1 Billing cycle*

A **retailer** must issue a bill –

- (a) no more than once a month, unless the **retailer** has –
 - (i) obtained a **customer's verifiable consent** to issue bills more frequently; or
 - (ii) given the **customer** –
 - (A) a **reminder notice** in respect of 3 consecutive bills; and
 - (B) notice as contemplated under clause 4.2; and
- (b) no less than once every 3 months, unless the **retailer** –
 - (i) has obtained a **customer's verifiable consent** to issue bills less frequently;
 - (ii) has not received the required metering data from the **distributor** for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the **distributor**, or
 - (iii) is unable to comply with this timeframe due to the actions of the **customer** where the **customer** is supplied under a deemed contract pursuant to regulation 37 of the *Electricity Industry (Customer Contracts) Regulations 2005* and the bill is the first bill issued to that **customer** at that **supply address**.

4.2 Shortened billing cycle*

- (1) For the purposes of clause 4.1(a)(ii), a **retailer** has given a **customer** notice if the **retailer** has advised the **customer**, prior to placing the **customer** on a shortened **billing cycle**, that –
 - (a) receipt of a third **reminder notice** may result in the **customer** being placed on a shortened **billing cycle**;
 - (b) if the **customer** is a **residential customer**, assistance is available for **residential customers** experiencing **payment difficulties** or **financial hardship**;
 - (c) the **customer** may obtain further information from the **retailer** on a specified **telephone** number; and
 - (d) once on a shortened **billing cycle**, the **customer** must pay 3 consecutive bills by the due date to return to the **customer's** previous **billing cycle**.
- (2) Notwithstanding clause 4.1(a)(ii), a **retailer** must not place a **residential customer** on a shortened **billing cycle** without the **customer's verifiable consent** if –
 - (a) the **residential customer** informs the **retailer** that the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
 - (b) the assessment carried out under clause 6.1 indicates to the **retailer** that the **customer** is experiencing **payment difficulties** or **financial hardship**.

- (3) If, after giving notice as required under clause 4.1(a)(ii), a **retailer** decides to shorten the **billing cycle** in respect of a **customer**, the **retailer** must give the **customer** written notice of that decision within 10 **business days** of making that decision.
- (4) A shortened **billing cycle** must be at least 10 **business days**.
- (5) A **retailer** must return a **customer**, who is subject to a shortened **billing cycle** and has paid 3 consecutive bills by the due date, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.
- (6) A **retailer** must inform a **customer**, who is subject to a shortened **billing cycle**, at least once every 3 months that, if the **customer** pays 3 consecutive bills by the due date of each bill, the **customer** will be returned, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.

4.3 Bill smoothing

- (1) ~~Despite~~Notwithstanding clause 4.1, in respect of any 12 month period, on receipt of a request by a **customer**, a **retailer** may provide a **customer** with a bill which reflects a bill smoothing arrangement.
- (2) If a **retailer** provides a **customer** with a bill under a bill smoothing arrangement pursuant to subclause (1), the **retailer** must ensure that –
 - (a) the amount payable under each bill is initially the same and is set out on the basis of –
 - (i) the **retailer's** initial estimate of the amount of electricity the **customer** will consume over the 12 month period;
 - (ii) the relevant supply charge for the **consumption** and any other charges related to the supply of electricity agreed with the **customer**;
 - (iii) any **adjustment** from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and
 - (iv) any other relevant information provided by the **customer**.
 - (b) ~~that~~ the initial estimate is based on the **customer's** historical billing data or, ~~where~~if the **retailer** does not have that data, the likely average **consumption** at the relevant tariff calculated over the 12 month period as estimated by the **retailer**;
 - (c) ~~that on~~in or before the seventh month –
 - (i) the **retailer** re-estimates the amount under subclause (2)(a)(i), taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**; and
 - (ii) unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and
 - (d) ~~that~~, at the end of the 12 month period, or any other time agreed between the **retailer** and the **customer** and at the end of the bill smoothing arrangement, the **meter** is read and any **adjustment** is included on the next bill in accordance with clause 4.19; and
 - (e) the **retailer** has obtained the **customer's verifiable consent** to the **retailer** billing on that basis.

4.4 How bills are issued

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~~-[email](#) address.

Division 2 - Contents of a Bill

4.5 Particulars on each bill

- (1) Unless the **customer** agrees otherwise, ~~subject to subclause (k)~~, a **retailer** must include at least the following information on a **customer's** bill –
- (a) either the range of dates of the metering supply period or the date of the current **meter** reading or estimate;
 - (b) if the **customer** has a **Type 7** connection point, the calculation of the tariff in accordance with the procedures set out in clause 4.6~~(1)~~(c);
 - (c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –
 - (i) the current **meter** reading or estimate; ~~and or~~
 - (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;
 - (d) if the **customer** has not entered into an **export** purchase agreement with a **retailer** –
 - (i) the **customer's consumption**, or estimated **consumption**; and
 - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** or estimated **consumption** for the total of each **time band** in the **time of use tariff**;
 - (e) if the **customer** has entered into an **export** purchase agreement with a **retailer** –
 - (i) the **customer's consumption** and **export**;
 - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** and **export** for the total of each **time band** in the **time of use tariff**; and
 - (iii) if the **customer** has an **accumulation meter** installed and the **export meter** reading has been obtained by the **retailer**, the **export meter** reading;
 - (f) the number of days covered by the bill;
 - (g) the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;
 - (h) the applicable tariffs;
 - (i) the amount of any other fees or charges and details of the service provided;
 - (j) with respect to a **residential customer**, a statement that the **residential customer** may be eligible to receive **concessions** and how the **residential customer** may find out its eligibility for those **concessions**;
 - (k) [if applicable](#), the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;

- (l) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from ~~a~~the **customer**;
 - (m) the average daily cost of **consumption**, including charges ancillary to the **consumption** of electricity, unless the **customer** is a **collective customer**;
 - (n) the average daily **consumption** unless the **customer** is a **collective customer**;
 - (o) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
 - (p) the amount due;
 - (q) the due date;
 - (r) a summary of the payment methods;
 - (s) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
 - (t) a **telephone** number for billing and payment enquiries;
 - (u) a **telephone** number for **complaints**;
 - (v) the **contact** details for the **electricity ombudsman**;
 - (w) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (x) the **supply address** and any relevant mailing address;
 - (y) the **customer's** name and account number;
 - (z) the amount of arrears or credit;
 - (aa) if applicable and not included on a separate statement –
 - (i) payments made under an **instalment plan**; and
 - (ii) the total amount outstanding under the **instalment plan**;
 - (bb) with respect to **residential customers**, the [telephone number for interpreter services together with National Interpreter Symbol](#) ~~with~~and the words "Interpreter Services";
 - (cc) the ~~retailer's~~**telephone** number for **TTY** services; and
 - (dd) to the extent that the data is available, a graph or bar chart illustrating the **customer's** amount due or **consumption** for the period covered by the bill, the previous bill and the bill for the same period last year.
- (2) Notwithstanding subclause (1)(dd), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is –
- (a) not indicative of ~~the~~a **customer's** actual **consumption**;
 - (b) not based upon a **meter** reading; or
 - (c) for a **collective customer**.
- (3) If a **retailer** identifies a **historical debt** and wishes to bill the **customer** for that **historical debt**, the **retailer** must advise the **customer** of –
- (a) the amount of the **historical debt**; and
 - (b) the basis of the **historical debt**,
- before, with, or on the **customer's** next bill.

Division 3 - Basis of Bill

4.6 Basis of bill

- (+) Subject to clause 4.8, a **retailer** must base a **customer's** bill on –
- (a) the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address**;
 - (b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the **distributor** has expressly or impliedly consented to the **customer** reading the **meter** for the purpose of determining the amount due; or
 - (c) ~~where~~ if the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code**.

4.7 Frequency of meter readings

Other than in respect of a **Type 7** connection point, a **retailer** must use its best endeavours to ensure that metering data is obtained, as frequently as required to prepare its bills.

4.8 Estimations

- (1) If a **retailer** is unable to reasonably base a bill on a reading of the **meter** at a **customer's supply address**, the **retailer** must give the **customer** an estimated bill.
- (2) If a **retailer** bases a bill upon an estimation, the **retailer** must clearly specify ~~in a visible and legible manner~~ on the **customer's** bill that –
 - (a) the **retailer** has based the bill upon an estimation;
 - (b) the **retailer** will tell the **customer** on request –
 - (i) the basis of the estimation; and
 - (ii) the reason for the estimation; and
 - (c) the **customer** may request –
 - (i) a verification of ~~a meter reading~~ energy data; and
 - (ii) a **meter** reading.
- (3) A **retailer** must tell a **customer** on request the –
 - (a) basis for the estimation; and
 - (b) reason for the estimation.

4.9 Adjustments to subsequent bills

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 in accordance with clause 4.19.

4.10 Customer may request meter reading

If a **retailer** has based a bill upon an estimation because ~~the~~ **a customer** failed to provide access to the **meter** and the **customer** –

- (a) subsequently requests the **retailer** to replace the estimated bill with a bill based on an actual reading of the **customer's meter**;
- (b) pays the **retailer's** reasonable charge for reading the **meter** (if any); and
- (c) provides due access to the **meter**,

the **retailer** must use its best endeavours to do so.

Division 4 – Meter testing

4.11 Customer requests testing of meters or metering data

(1) If a **customer** –

- (a) requests the **meter** to be tested; and
- (b) pays the **retailer's** reasonable charge for testing the **meter** (if any),

the **retailer** must request the **distributor** or **metering agent** to test the **meter**.

(2) If the **meter** is tested and found to be defective, the **retailer's** reasonable charge for testing the **meter** (if any) is to be refunded to the **customer**.

Division 5 – Alternative Tariffs

4.12 Customer applications

(1) If a **retailer** offers **alternative tariffs** and a **customer** –

- (a) applies to receive an **alternative tariff**, and
- (b) demonstrates to the **retailer** that the **customer** satisfies all of the conditions relating to eligibility for the **alternative tariff**,

the **retailer** must change the **customer** to the **alternative tariff** within 10 **business days** of the **customer** satisfying those conditions.

(2) For the purposes of subclause (1), the effective date of change will be –

- (a) the date on which the last **meter** reading at the previous tariff is obtained; or
- (b) the date the **meter** adjustment is completed, if the change requires an adjustment to the **meter** at the **customer's supply address**.

4.13 Written notification of a change to an alternative tariff

If –

- (a) a **customer's** electricity use at the **customer's supply address** changes or has changed; and
- (b) the **customer** is no longer eligible to continue to receive an existing, more beneficial tariff,

~~the a~~ **retailer** must, prior to changing the **customer** to the tariff applicable to the **customer's** use of electricity at that **supply address**, give the **customer** written notice of the proposed change.

Division 6 – Final bill

4.14 Request for final bill

- (1) If a **customer** requests ~~the a~~ **retailer** to issue a final bill at the **customer's supply address**, the **retailer** must use reasonable endeavours to arrange for that bill in accordance with the **customer's** request.
- (2) If ~~the a~~ **customer's** account is in credit at the time of account closure, subject to subclause (3), ~~the a~~ **retailer** must, at the time of the final bill, ask the **customer** for instructions whether the **customer** requires the **retailer** to transfer the amount of credit to:
 - (a) another account the **customer** has, or will have, with the **retailer**, or
 - (b) a bank account nominated by the **customer**, andthe **retailer** must credit the account, or pay the amount of credit in accordance with the **customer's** instructions, within 12 **business days** of receiving the instructions or other such time as agreed with the **customer**.
- (3) If ~~the a~~ **customer's** account is in credit at the time of account closure, and the **customer** owes a debt to ~~the a~~ **retailer**, the **retailer** may, with written notice to the **customer**, use that credit to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must ask the **customer** for instructions to transfer the remaining amount of credit in accordance with subclause (2).

Division 7 – Review of bill

4.15 Review of bill

Subject to a **customer** –

- (a) paying –
 - (i) that portion of the bill under review that the **customer** and a **retailer** agree is not in dispute; or
 - (ii) an amount equal to the average amount of the **customer's** bills over the previous 12 months (excluding the bill in dispute),whichever is less; and
- (b) paying any future bills that are properly due,

a **retailer** must review the **customer's** bill on request by the **customer**.

4.16 Procedures following a review of a bill

- (1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –
 - (a) correct, the **retailer** –
 - (i) may require a **customer** to pay the unpaid amount;

- (ii) must advise the **customer** that the **customer** may request the **retailer** to arrange a **meter** test in accordance with applicable law; and
- (iii) must advise the **customer** of the existence and operation of the **retailer's** internal **complaints** handling processes and details of any applicable external **complaints** handling processes,

or

(b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.

- (2) ~~The~~ **A retailer** must inform a **customer** of the outcome of the review as soon as practicable.
- (3) If ~~the~~ **a retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the date of receipt of the request for review under clause 4.15, the **retailer** must provide the **customer** with notification of the status of the review as soon as practicable.

Division 8 – Undercharging, overcharging and adjustment

4.17 Undercharging

- (1) This clause 4.17 applies whether the **undercharging** became apparent through a review under clause 4.15 or otherwise.
- (2) 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), the **retailer** must –
 - (a) subject to subclause (b), limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** that **undercharging** had occurred;
 - (b) other than in the event that the information provided by the **customer** is incorrect, ~~where-if~~ a **retailer** has changed a **customer** to an **alternative tariff** in the circumstances set out in clause 4.13 and, as a result of that change, the **retailer** has **undercharged** a **customer**, limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** under clause 4.13.
 - (c) notify the **customer** of the amount to be recovered no later than the next bill, together with an explanation of that amount;
 - (d) not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
 - (e) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.

4.18 Overcharging

- (1) This clause 4.18 applies whether the **overcharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been **overcharged** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, defect or default and, subject to subclause s (6)

and ~~subclause~~(7), ask the **customer** for instructions as to whether the amount should be

- (a) credited to the **customer's** account; or
- (b) repaid to the **customer**.

(3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.

(4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **customer's** account.

(5) No interest shall accrue to a credit or refund referred to in subclause (2).

(6) ~~Where~~If the amount referred to in subclause (2) is less than \$75, ~~the a~~ **retailer** may, ~~notwithstanding clause 4.18(2),~~ notify ~~the a~~ **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –

- (a) ask the **customer** for instructions ~~pursuant to~~under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
- (b) credit the amount to the **customer's** next bill account ~~(in which case subclause (3) applies as if the customer instructed the retailer to credit the customer's account).~~

(7) ~~Where the~~If a **customer** has been **overcharged** by ~~the a~~ **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer**:

~~(a)~~ experiencing **payment difficulties** or **financial hardship**; or

~~(b)~~ making payments under an alternative payment arrangement under Part 6,

the **retailer** may, with written notice to the **customer**, use the amount of the **overcharge** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$75, subclause (6) ~~where the amount is less than \$75.~~

(a) Not Used

(b) Not Used

4.19 Adjustments

(1) If a **retailer** proposes to recover an amount of an **adjustment** which does not arise due to any act or omission of the **customer**, the **retailer** must –

- (a) limit the amount to be recovered to no more than the amount of the **adjustment** for the 12 months prior to the date on which the **meter** was read on the basis of the **retailer's** estimate of the amount of the **adjustment** for the 12 month period taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**;
- (b) notify the **customer** of the amount of the **adjustment** no later than the next bill, together with an explanation of that amount;
- (c) not require the **customer** to pay a late payment fee; and
- (d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.

- (2) If the **meter** is read ~~pursuant to~~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 use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject to subclauses ~~s~~ (5) and ~~subclause~~-(7), ask the **customer** for instructions as to whether the amount should be –
- (a) credited to the **customer's** account;
 - (b) repaid to the **customer**; or
 - (c) included as a part of the new bill smoothing arrangement ~~where~~if the **adjustment** arises under clause 4.3(2)(a)-(b),
- (3) If a **retailer** received instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (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.
- (5) ~~Where~~if the amount referred to in subclause (2) is less than \$75, ~~the~~a **retailer** may, ~~notwithstanding clause~~-(2), notify the **customer** of the **adjustment** by no later than the next bill after the **meter** is read; and
- (a) ask the **customer** for instructions ~~pursuant to~~under subclause (2), (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **customer's next bill** ~~account (in which case subclause (3) applies as if the~~ **customer** ~~instructed the~~ **retailer** ~~to credit the~~ **customer's** ~~account).~~
- (6) No interest shall accrue to an **adjustment** amount under subclause (1) or (2).
- (7) ~~Where~~if the amount of the **adjustment** is an amount owing to the **customer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** ~~:~~
- ~~(a) —~~ experiencing **payment difficulties** or **financial hardship**; ~~or~~
 - ~~(b) making payments under an alternative payment arrangement under Part 6,~~
- the **retailer** may, with written notice to the **customer**, use the amount of the **adjustment** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$75, subclause (5) ~~where the amount is less than \$75~~.
- (a) Not Used
 - (b) Not Used

Part 5 Payment

5.1 Due dates for payment*

- (1) The due date on a bill must be at least 12 **business days** from the date of that bill.
- (2) Unless a **retailer** specifies a later date, the date of dispatch is the date of the bill.

5.2 Minimum payment methods*

A **retailer** must offer a **customer** at least the following payment methods –

- (a) in person at 1 or more payment outlets located within the Local Government District of the **customer's supply address**;
- (b) by mail;
- (c) for **residential customers**, by Centrepay;
- (d) electronically by means of BPay or credit card; and
- (e) by **telephone** by means of credit card [or debit card](#).

5.3 Direct debit

If a **retailer** offers the option of payment by a **direct debit facility** to a **customer**, the **retailer** must, prior to the **direct debit facility** commencing, obtain the **customer's verifiable consent**, and agree with the **customer** the date of commencement of the **direct debit facility** and the frequency of the direct debits.

5.4 Payment in advance*

- (1) A **retailer** must accept payment in advance from a **customer** on request.
- (2) Acceptance of an advance payment by a **retailer** will not require the **retailer** to credit any interest to the amounts paid in advance.
- (3) Subject to clause 6.9, for the purposes of subclause (1), \$20 is the minimum amount for which ~~the a~~ **retailer** will accept advance payments.

5.5 Absence or illness

If a **residential customer** is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a **retailer** must offer the **residential customer** on request redirection of the **residential customer's** bill to a third person at no charge.

5.6 Late payments

- (1) A **retailer** must not charge a **residential customer** a late payment fee if –
 - (a) the **residential customer** receives a **concession**, provided the **residential customer** did not receive 2 or more **reminder notices** within the previous 12 months;or

- (b) the **residential customer** and the **retailer** have agreed to –
 - (i) a payment extension under Part 6, and the **residential customer** pays the bill by the agreed (new) due date; or
 - (ii) an **instalment plan** under Part 6, and the **residential customer** is making payments in accordance with the **instalment plan**; or
 - (c) subject to subclause (2), the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman** and the **complaint** is not **resolved** by the **retailer** or is not determined or is upheld by the **electricity ombudsman** (if a **complaint** has been made to the **electricity ombudsman**). If the **complaint** is determined by the **electricity ombudsman** in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or
 - (d) the **residential customer** is assessed by the **retailer** under clause 6.1(1) as being in **financial hardship**.
- (2) ~~where the~~ If a **retailer** has charged a late payment fee in the circumstances set out in subclause (1)(c) because the **retailer** was not aware of the **complaint**, the **retailer** will not contravene subclause (1)(c) but must refund the late payment fee on the **customer's** next bill.
 - (3) If a **retailer** has charged a **residential customer** a late payment fee, the **retailer** must not charge an additional late payment fee in relation to the same bill within 5 **business days** from the date of receipt of the previous late payment fee notice.
 - (4) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.
 - (5) If a **residential customer** has been assessed as being in **financial hardship** ~~pursuant to~~ under clause 6.1(1), ~~the a~~ a **retailer** must retrospectively waive any late payment fee charged ~~pursuant to~~ under the **residential customer's** last bill prior to the assessment being made.

5.7 Vacating a supply address*

- (1) Subject to –
 - (a) subclauses (2) and (4);
 - (b) the **customer** giving the **retailer** notice; and
 - (c) the **customer** vacating the **supply address** at the time specified in the notice,
 a **retailer** must not require a **customer** to pay for electricity consumed at the **customer's supply address** from –
 - (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least 5 days' notice; or
 - (e) 5 days after the **customer** gave notice, in any other case.
- (2) If a **customer** reasonably demonstrates to a **retailer** that the **customer** was evicted or otherwise required to vacate the **supply address**, the **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date the **customer** gave the **retailer** notice.
- (3) For the purposes of subclauses (1) and (2), notice is given if a **customer** –
 - (a) informs a **retailer** of the date on which the **customer** intends to vacate, or has vacated the **supply address**; and

- (b) gives the **retailer** a forwarding address to which a final bill may be sent.
- (4) Notwithstanding subclauses (1) and (2), if –
- (a) a **retailer** and a **customer** enter into a new **contract** for the **supply address**, ~~a~~**the retailer** must not require the previous **customer** to pay for electricity consumed at the **customer's supply address** from the date that the new **contract** becomes effective;
 - (b) another **retailer** becomes responsible for the supply of electricity to the **supply address**, the previous **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date that the other **retailer** becomes responsible; and
 - (c) the **supply address** is **disconnected**, ~~the a~~**retailer** must not require ~~the a~~**customer** to pay for electricity consumed at the **customer's supply address** from the date that **disconnection** occurred.
- (5) Notwithstanding subclauses (1), (2) and (4), a **retailer's** right to payment does not terminate with regard to any amount that was due up until the termination of the **contract**.

5.8 Debt collection

- (1) A **retailer** must not commence proceedings for recovery of a debt –
- (a) from a **residential customer** who has informed the **retailer** in accordance with clause 6.1(1) that the **residential customer** is experiencing **payment difficulties** or **financial hardship**, unless and until the **retailer** has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and
 - (b) while a **residential customer** continues to make payments under an alternative payment arrangement under Part 6.
- (2) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than ~~the a~~**customer** with whom the **retailer** has or had entered into a **contract** for the supply of electricity to that **customer's supply address**.

5.9 Debt collection

If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.

Part 6 Payment Difficulties & Financial Hardship

Division 1 – Assessment of financial situation

6.1 Assessment

- (1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) –
 - (a) within 3 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
 - (b) if the **retailer** cannot make the assessment within 3 **business days**, refer the **residential customer** to ~~an independent financial counsellor or a~~ **relevant consumer representative organisation** to make the assessment.
- (2) If ~~the a~~ **residential customer** provides ~~the a~~ **retailer** with an assessment from ~~an independent financial counsellor or a~~ **relevant consumer representative organisation** the **retailer** may adopt that assessment as its own assessment for the purposes of subclause (1)(a).
- (3) When undertaking the assessment required by subclause (1)(a), unless a **retailer** adopts an assessment from ~~an independent financial counsellor or a~~ **relevant consumer representative organisation**, ~~a the~~ **retailer** must give reasonable consideration to –
 - (a) information –
 - (i) given by the **residential customer**; and
 - (ii) requested or held by the **retailer**; or
 - (b) advice given by ~~an independent financial counsellor or a~~ **relevant consumer representative organisation** (if any).
- (4) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

6.2 Temporary suspension of actions

- (1) If a **retailer** refers a **residential customer** to ~~an independent financial counsellor or a~~ **relevant consumer representative organisation** under clause 6.1(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- (2) If, a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and ~~a the~~ **residential customer** –
 - (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to ~~a the~~ **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay ~~or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation,~~the **retailer** must not unreasonably deny the **residential customer's** request.
- (3) A **temporary suspension of actions** must be for at least 15 **business days**.

- (4) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (3) and the **residential customer** or **relevant consumer representative organisation** requests additional time, a **retailer** must give reasonable consideration to the **residential customer's** or **relevant consumer representative organisation's** request.

6.3 Assistance to be offered

- (1) If the assessment carried out under clause 6.1 indicates to ~~the a~~ **retailer** that ~~the a~~ **residential customer** is experiencing –
- (a) **payment difficulties**, the **retailer** must –
 - (i) offer the **residential customer** the alternative payment arrangements referred to in clause 6.4(1)(a); and
 - (ii) advise the **residential customer** that additional assistance may be available if, due to **financial hardship**, the **residential customer** would be unable to meet its obligations under an agreed alternative payment arrangement, or
 - (b) **financial hardship**, the **retailer** must offer the **residential customer** –
 - (i) the alternative payment arrangements referred to in clause 6.4(1)(b); and
 - (ii) assistance in accordance with clauses 6.6 to 6.9.
- (2) Subclause (1) does not apply if a **retailer** is unable to make an assessment under clause 6.1 as a result of an act or omission by a **residential customer**.

Division 2 – Residential customers experiencing payment difficulties or financial hardship

6.4 Alternative payment arrangements

- (1) A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –
- (a) if the **residential customer** is experiencing **payment difficulties**:
 - (i) additional time to pay a bill; and
 - (ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**,
 - (b) if the **residential customer** is experiencing **financial hardship**:
 - (i) additional time to pay a bill; and
 - (ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.
- (2) When offering or amending an **instalment plan**, a **retailer** must –
- (a) ensure that the **instalment plan** is fair and reasonable taking into account information about ~~the a~~ **residential customer's** capacity to pay and **consumption** history; and

- (b) comply with subclause (3).
- (3) If ~~the a~~ **residential customer** accepts an **instalment plan** offered by ~~the a~~ **retailer**, the **retailer** must –
- (a) within 5 **business days** of the **residential customer** accepting the **instalment plan** provide the **residential customer** with information in writing or by **electronic means**:
- (i) that specifies the terms of the **instalment plan** (including the number and amount of payments, the duration of payments and how the payments are calculated);
- (ii) the consequences of not adhering to the **instalment plan**; and
- (iii) the importance of contacting the **retailer** for further assistance if the **residential customer** cannot meet or continue to meet the **instalment plan** terms, and
- (b) notify the **residential customer** in writing or by **electronic means** of any amendments to the **instalment plan** at least 5 **business days** before they come into effect (unless otherwise agreed with the **residential customer**) and provide the **residential customer** with information in writing or by **electronic means** that clearly explains and assists the **residential customer** to understand those changes.
- (4) If a **residential customer** has, in the previous 12 months, had 2 **instalment plans** cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another **instalment plan** under subclause (1), unless the **retailer** is satisfied that the **residential customer** will comply with the **instalment plan**.
- (5) For the purposes of subclause (4), cancellation does not include the revision of an **instalment plan** under clause 6.7.

Division 3 – Assistance available to residential customers experiencing financial hardship

6.5 Definitions

In this division –

“**customer experiencing financial hardship**” means a **residential customer** who has been assessed by a **retailer** under clause 6.1(1) as experiencing **financial hardship**.

Subdivision 1 - Specific assistance available

6.6 Reduction of fees, charges and debt

- (1) A **retailer** must give reasonable consideration to a request by a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, for a reduction of the **customer's** fees, charges or debt.
- (2) In giving reasonable consideration under subclause (1), a **retailer** should refer to the hardship procedures referred to in clause 6.10(3).

6.7 Revision of alternative payment arrangements

If a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet

the **customer's** obligations under a previously elected payment arrangement under clause 6.4(1)(b), the **retailer** must give reasonable consideration to –

- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension ~~under clause 6.4(1)~~; or
- (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan** ~~under clause 6.4(1)~~.

6.8 Provision of information

A **retailer** must advise a **customer experiencing financial hardship** of the –

- (a) **customer's** right to have the bill redirected at no charge to a third person;
- (b) payment methods available to the **customer**;
- (c) **concessions** available to the **customer** and how to access them;
- (d) different types of **meters** available to the **customer** and / or tariffs (as applicable);
- (e) independent financial counselling services and ~~other~~ **relevant consumer representative organisations** available to assist the **customer**; and
- (f) availability of any other financial assistance and grants schemes that the **retailer** should reasonably be aware of and how to access them.

6.9 Payment in advance

- (1) A **retailer** must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for **residential customers** experiencing **payment difficulties** or **financial hardship** in consultation with **relevant consumer representative organisations**.
- (2) A **retailer** may apply different minimum payment in advance amounts for **residential customers** experiencing **payment difficulties** or **financial hardship** and other **customers**.

Subdivision 2 – Hardship policy and hardship procedures

6.10 Obligation to develop hardship policy and hardship procedures

- (1) A **retailer** must develop a hardship policy and hardship procedures to assist **customers experiencing financial hardship** in meeting their financial obligations and responsibilities to the **retailer**.
- (2) The hardship policy must –
 - (a) be developed in consultation with **relevant consumer representative organisations**;
 - (b) include a statement encouraging **customers** to contact their **retailer** if a **customer** is having trouble paying the **retailer's** bill;
 - (c) include a statement advising that the **retailer** will treat all **customers** sensitively and respectfully;
 - (d) include a statement that the **retailer** may reduce and/or waive fees, charges and debt;
 - (e) include an objective set of hardship indicators;
 - (f) include:

(i) an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** other than the requirement on the **retailer** to advise the **customer** of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d);

(ii) that the **retailer** offers **residential customers** the right to pay their bill by Centrepay; and

~~(+)(iii)~~ -a statement that the **retailer** is able to provide further detail ~~up~~on request.

~~(f)(g)~~ include an overview of any concessions ~~and grants~~ that may be available to the **retailer's customers**;

~~(g)(h)~~ ~~be available in large print copies and~~ include:

- (i) the National Interpreter Symbol with the words "Interpreter Services";
- (ii) information on the availability of independent multi-lingual services; and
- (iii) information on the availability of **TTY** services; ~~and~~

~~(i)~~ be available on the **retailer's** website; ~~and~~

~~(j)~~ be available in large print copies.

(3) The hardship procedures must –

(a) be developed in consultation with **relevant consumer representative organisations**;

(b) provide for the training of staff –

(i) including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship**; ~~energy efficiency auditors~~ and field officers;

(ii) on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers experiencing financial hardship** ~~consistently with the obligation in subclause (3)(c)~~;

~~(c) **Not Used** include guidance on how **customers experiencing financial hardship** are to be treated sensitively and respectfully;~~

(d) include guidance –

(i) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;

(ii) that assist the **retailer** in determining a **residential customer's** usage needs and capacity to pay when determining the conditions of an **instalment plan**;

(iii) for suspension of **disconnection** and debt recovery procedures;

(iv) on the reduction and/or waiver of fees, charges and debt; and

(v) on the recovery of debt.

(e) require that the **retailer's** credit management staff have a direct **telephone** number and that number be provided to ~~relevant financial counsellors and~~ **relevant consumer representative organisations**;

(4) If requested, a **retailer** must give **residential customers**, ~~financial counsellors~~ and **relevant consumer representative organisations** a copy of the hardship policy, including by post at no charge.

(5) ~~**Not Used** A **retailer** must keep a record of –~~

- ~~(a) the **relevant consumer representative organisations** consulted on the contents of the hardship policy and hardship procedures;~~
 - ~~(b) the dates the hardship policy and hardship procedures were established;~~
 - ~~(c) the dates the hardship policy and hardship procedures were reviewed; and~~
 - ~~(d) the dates the hardship policy and hardship procedures were amended.~~
- (6) ~~The **retailer** may, at any time, or must~~ If directed by the **Authority**, a **retailer** must review its hardship policy and hardship procedures and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (7) ~~The~~ A **retailer** must comply with the **Authority's** Financial Hardship Policy Guidelines.
- (8) If ~~the~~ a **retailer** amends the **retailer's** hardship policy, the **retailer** must submit to the **Authority** a copy of the **retailer's** hardship policy within 5 **business days** of the amendment.

Division 4 – Business customers experiencing payment difficulties

6.11 Alternative payment arrangements

A **retailer** must consider any reasonable request for alternative payment arrangements from a **business customer** who is experiencing **payment difficulties**.

Part 7 Disconnection

Division 1 – Conduct in relation to disconnection

Subdivision 1 – Disconnection for failure to pay bill

7.1 General requirements

- (1) Prior to arranging for **disconnection** of ~~the a~~ **customer's supply address** for failure to pay a bill, a **retailer** must –
 - (a) give the **customer** a **reminder notice**, not less than 13 **business days** from the date of dispatch of the bill, including –
 - (i) the **retailer's telephone** number for billing and payment enquiries; and
 - (ii) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (b) use its best endeavours to **contact** the **customer**; ~~including by telephone or electronic means or other method~~; and
 - (c) give the **customer** a **disconnection warning**, not less than 18 **business days** from the date of dispatch of the bill, advising the **customer** –
 - (i) that the **retailer** may **disconnect** the **customer** with at least 5 **business days** notice to the **customer**; and
 - (ii) of the existence and operation of **complaint** handling processes including the existence and operation of the **electricity ombudsman** and the Freecall **telephone** number of the **electricity ombudsman**.
- (2) For the purposes of subclause (1), a **customer** has failed to pay a **retailer's** bill if the **customer** has not –
 - (a) paid the **retailer's** bill by the due date;
 - (b) agreed with the **retailer** to an offer of an **instalment plan** or other payment arrangement to pay the **retailer's** bill; or
 - (c) adhered to the **customer's** obligations to make payments in accordance with an agreed **instalment plan** or other payment arrangement relating to the payment of the **retailer's** bill.

7.2 Limitations on disconnection for failure to pay bill

- (1) Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's supply address** for failure to pay a bill –
 - (a) within 1 **business day** after the expiry of the period referred to in the **disconnection warning**;
 - (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** –
 - (i) has accepted the offer before the expiry of the period specified by the **retailer** in the **disconnection warning**; and

- (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the **retailer** in the **disconnection warning**;
 - (c) if the amount outstanding is less than an amount approved and published by the **Authority** in accordance with subclause (2) and the **customer** has agreed with the **retailer** to repay the amount outstanding;
 - (d) if the **customer** has made an application for a **concession** and a decision on the application has not yet been made;
 - (e) if the **customer** has failed to pay an amount which does not relate to the supply of electricity; or
 - (f) if the **supply address** does not relate to the bill, ~~(unless the **customer** has failed to make payments relating to an outstanding debt for~~ amount outstanding relates to a **supply address** previously occupied by the **customer**).
- (2) For the purposes of subclause (1)(c), the **Authority** may approve and publish, in relation to failure to pay a bill, an amount outstanding below which a **retailer** must not arrange for the **disconnection** of a **customer's supply address**.

7.3 Dual fuel contracts

If a **retailer** and a **customer** have entered into –

- (a) a **dual fuel contract**; or
- (b) separate **contracts** for the supply of electricity and the supply of gas, under which –
 - (i) a single bill for energy is; or
 - (ii) separate, simultaneous bills for electricity and gas are,
 issued to the **customer**,

the **retailer** must not arrange for **disconnection** of the **customer's supply address** for failure to pay a bill within 15 **business days** from ~~arranging for~~ the date of **disconnection** of the **customer's** gas supply.

Subdivision 2 – Disconnection for denying access to meter

7.4 General requirements

- (1) A **retailer** must not arrange for the **disconnection** of a **customer's supply address** for denying access to the **meter**, unless –
- (a) the **customer** has denied access for at least 12 consecutive months;
 - (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (f), at least once given the **customer** in writing 5 **business days** notice –
 - (i) advising the **customer** of the next date or timeframe of a scheduled **meter** reading at the **supply address**;
 - (ii) requesting access to the **meter** at the **supply address** for the purpose of the scheduled **meter** reading; and
 - (iii) advising the **customer** of the **retailer's** ability to arrange for **disconnection** if the **customer** fails to provide access to the **meter**;
 - (c) the **retailer** has given the **customer** an opportunity to provide reasonable alternative access arrangements;

- (d) where appropriate, the **retailer** has informed the **customer** of the availability of alternative **meters** which are suitable to the **customer's supply address**;
 - (e) the **retailer** has used its best endeavours to **contact** the **customer** to advise of the proposed **disconnection**; and
 - (f) the **retailer** has given the **customer** a **disconnection warning** with at least 5 **business days** notice of its intention to arrange for **disconnection**.
- (2) A **retailer** may arrange for ~~the~~ a **distributor** to carry out 1 or more of the requirements referred in subclause (1) on behalf of the **retailer**.

Subdivision 3 – Disconnection for emergencies

7.5 General requirements

If a **distributor disconnects** a **customer's supply address** for **emergency** reasons, the **distributor** must –

- (a) provide, by way of a 24 hour **emergency** line at the cost of a local call (excluding mobile telephones), information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to restore supply to the **customer's supply address** as soon as possible.

Division 2 – Limitations on disconnection

7.6 General limitations on disconnection

(1) Subject to subclause (3), a **retailer** must not arrange for **disconnection** of a **customer's supply address** ~~where~~if:

- (a) a **complaint** has been made to the **retailer** directly related to the reason for the proposed **disconnection**; or
- (b) the **retailer** is notified by the **distributor, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **distributor, electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body.

(2) Subject to subclause (3), a **distributor** must not ~~perform a disconnection of~~ disconnect a **customer's supply address** –

- (a) ~~where~~if:
 - (i) a **complaint** has been made to the **distributor** directly related to the reason for the proposed **disconnection**; or
 - (ii) the **distributor** is notified by the **retailer, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **retailer, electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body; or

(b) during any time:

- (i) after 3.00 pm Monday to Thursday;
- (ii) after 12.00 noon on a Friday; or
- (iii) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**,

unless –

- (iv) the **customer** is a **business customer**, and
- (v) the **business customer's** normal trading hours –
 - (A) fall within the time frames set out in subclause (b)(i) (ii) or (iii); and
 - (B) do not fall within any other time period; and
- (vi) it is not practicable for the **distributor** to ~~perform the disconnection~~ **disconnect** at any other time.

(3) A **retailer** or a **distributor** may arrange for **disconnection** of a **customer's supply address** if the **disconnection**—

- (a) was requested by the **customer**; or
- (b) was carried out for **emergency reasons**.

7.7 Life Support

(1) If a **customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer's supply address** requires **life support equipment**, the **retailer** must –

- (a) register the **customer's supply address** ~~and contact details~~ as a **life support equipment** address;
- (b) register the ~~life support equipment required by the customer~~ **customer's contact details**;
- (c) notify the **customer's distributor** that the **customer's supply address** is a **life support equipment** address, and of the contact details of the **customer** –
 - (i) that same day, if the confirmation is received before 3pm on a **business day**; or
 - (ii) no later than the next **business day**, if the confirmation is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (d) not arrange for **disconnection** of that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**.

(2) If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer**:

- (a) ~~that the person residing at the customer's supply address who requires life support equipment is changing supply address;~~
- (b) of a change in contact details; or
- (c) that the **customer's supply address** no longer requires registration as a **life support equipment** address,

the **retailer** must –

~~(e)~~(d) register the change ~~of details~~;

~~(e)~~(e) notify the **customer's distributor** of the change ~~of details~~—

- (i) that same day, if the notification is received before 3pm on a **business day**; or
- (ii) no later than the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and

~~(e)~~(f) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

(3) ~~Where~~~~if~~ a **distributor** has been informed by a **retailer** under subclause (1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, or of a change of details notified to the **retailer** under subclause (2), the **distributor** must —

(a) register the **customer's supply address** as a **life support equipment** address or update the details notified by the **retailer** under subclause (2) —

- (i) the next **business day**, if the notification is received before 3pm on a **business day**; or
- (ii) within 2 **business days**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and

(b) ~~where~~~~if~~ informed by a relevant government agency, notify the **retailer** in accordance with the timeframes specified in subclause (3)(a).

(4) ~~Where~~~~if~~ **life support equipment** is registered at a **customer's supply address** under subclause (3)(a), ~~a~~~~the~~ **distributor** must —

(a) not **disconnect** that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**; and

(b) prior to any planned **interruption**, provide at least 3 **business days** written notice or notice by **electronic means** to the **customer's supply address** and, unless expressly requested in writing by the **customer** not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by **electronic means** from the **customer** or someone residing at the **supply address** that the notice has been received.

(5) ~~Where~~~~the~~~~if~~ a **distributor** has already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address**, prior to the **distributor** registering ~~the~~~~a~~ **customer's supply address** as a **life support equipment** address under clause 7.7(3)(a), the **distributor** must use best endeavours to **contact** that **customer** or someone residing at the **supply address** prior to the planned **interruption**.

(6)

(a) No earlier than 3 months prior to the 12 month anniversary of the confirmation from the **appropriately qualified medical practitioner** referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, ~~the~~~~a~~ **retailer** must **contact** ~~the~~~~a~~ **customer** to:

- (i) ascertain whether a person residing at the **customer's supply address** continues to require **life support equipment**; and
- (ii) if the **customer** has not provided the initial certification or **re-certification** from an **appropriately qualified medical practitioner** within the last 3 years, request that the **customer** provide that **re-certification**.

(b) ~~The~~ A **retailer** must provide a minimum period of 3 months for ~~the~~ a **customer** to provide the information requested by the **retailer** in subclause (6)(a).

(7)

(a) When –

- (i) a person who requires **life support equipment**, vacates the **supply address**; or
- (ii) a person who required **life support equipment**, no longer requires the **life support equipment**; or
- (iii) subject to subclause (7)(b), a **customer** fails to provide the information requested by ~~the~~ a **retailer** for the purposes of subclause (6)(a)(i) or the **re-certification** referred to in subclause (6)(a)(ii), within the time period referred to in subclause (6)(b), or greater period if allowed by the **retailer**,

the **retailer's** and **distributor's** obligations under subclauses (1) ~~to~~, ~~(3)~~, ~~(4)~~, ~~(5)~~ and (6) terminate and the **retailer** or **distributor** (as applicable) must remove the **customer's** details from the **life support equipment** address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii):

- (iv) the next **business day**, if the **retailer** or **distributor** (as applicable) becomes aware of the relevant matter in subclause 7(a)(i), (ii) or (iii) before 3pm on a **business day**; or
- (v) within 2 **business days**, if the **retailer** or **distributor** (as applicable) becomes aware of the relevant matter in subclause 7(a)(i), (ii) or (iii) after 3pm or on a Saturday, Sunday or **public holiday**.

(b) A **customer** will have failed to provide the information requested by ~~the~~ a **retailer** for the purposes of subclause (6)(a)(i) or the **re-certification** referred to in subclause (6)(a)(ii) ~~where~~ if the **contact** by the **retailer** consisted of at least the following, each a minimum of 10 **business days** from the date of the last **contact**:

- (i) written correspondence sent by registered post to the **customer's supply address** and any other address nominated by the **customer**; and
- (ii) a minimum of 2 other attempts to contact the **customer** by any of the following means:
 - (A) **electronic means**;
 - (B) **telephone**;
 - (C) in person;
 - (D) facsimile; or
 - (E) by post sent to the **customer's supply address** and any other address nominated by the **customer**.

(c) ~~Where~~ ~~the~~ if a **distributor's** obligations under subclauses (1),(3),(4), (5) and (6) terminate as a result of the operation of subclause (7)(a)(iii), ~~the~~ a **retailer** must notify the **distributor** of this fact as soon as reasonably practicable, but in any event, within 3 **business days**.

Part 8 Reconnection

8.1 Reconnection by retailer*

- (1) If a **retailer** has arranged for **disconnection** of a **customer's supply address** due to –
- (a) failure to pay a bill, and the **customer** has paid or agreed to accept an offer of an **instalment plan**, or other payment arrangement;
 - (b) the **customer** denying access to the **meter**, and the **customer** has subsequently provided access to the **meter**, or
 - (c) illegal use of electricity, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,
- the **retailer** must arrange for **reconnection** of the **customer's supply address**, subject to –
- (d) the **customer** making a request for **reconnection**; and
 - (e) the **customer** –
 - (i) paying the **retailer's** reasonable charge for **reconnection**, if any; or
 - (ii) accepting an offer of an **instalment plan** for the **retailer's** reasonable charges for **reconnection**, if any.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for **reconnection** to the relevant **distributor** –
- (a) that same **business day**, if the request is received before 3pm on a **business day**; or
 - (b) no later than 3pm on the next **business day**, if the request is received –
 - (i) after 3pm on a **business day**, or
 - (ii) on a Saturday, Sunday or **public holiday**.

8.2 Reconnection by distributor

- (1) If a **distributor** has **disconnected** a **customer's supply address** on request by the **customer's retailer**, and ~~the~~ **a retailer** has subsequently requested the **distributor** to **reconnect** the **customer's supply address**, the **distributor** must **reconnect** the **customer's supply address**.
- (2) For the purposes of subclause (1), a **distributor** must **reconnect** ~~the~~ **a customer's supply address** –
- (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and

(ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.

(3) Subclause (2) does not apply in the event of an **emergency**.

Part 9 Pre-payment Meters

9.1 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.
- (2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.

9.2 Operation of pre-payment meter

- (1) A **retailer** must not provide a **pre-payment meter service** at a **residential customer's supply address** without the **verifiable consent** of the **residential customer** or the **residential customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.
- (3) ~~Not Used A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service**—~~
 - ~~(a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or~~
 - ~~(b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.~~
- (4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

9.3 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –
 - (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
 - (b) of the tariffs, fees and charges applicable to a **pre-payment meter service** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;
 - (c) of the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard **meter**;
 - (d) how a **pre-payment meter** is operated;
 - (e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);
 - (f) of the emergency credit facilities applicable to a **pre-payment meter**; and
 - (g) of **credit retrieval**.

- (2) No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give, or make available to the **residential customer** at no charge –
- (a) the information specified within subclause (1);
 - (b) a copy of the **contract**;
 - (c) information on the availability and scope of the **Code** and the requirement that **distributors, retailers** and **electricity marketing agents** comply with the **Code**;
 - (d) ~~Not Used~~ ~~details of the period at or before the expiry of which the residential customer may replace or switch the pre-payment meter to a standard meter at no cost to the residential customer;~~
 - (e) a **meter** identification number;
 - (f) a **telephone** number for enquiries;
 - (g) a **telephone** number for **complaints**;
 - (h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (i) confirmation of the **supply address** and any relevant mailing address;
 - (j) details of any **concessions** the **residential customer** may be eligible to receive;
 - (k) the amount of any **concessions** to be given to the **residential customer**;
 - (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
 - (m) information on the availability of **TTY** services;
 - (n) advice on how the **retailer** may assist in the event the **residential customer** is experiencing **payment difficulties** or **financial hardship**;
 - (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
 - (p) details on external **complaints** handling processes including the contact details for the **electricity ombudsman**;
 - (q) general information on the safe use of electricity;
 - (r) details of the initial **recharge facilities** available to the **residential customer**; and
 - (s) the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** if the **residential pre-payment meter customer** replaces or switches the **pre-payment meter** to a standard **meter**.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
 - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
 - (c) a **telephone** number for enquiries; and
 - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information –
- (a) total energy **consumption**;
 - (b) average daily **consumption**; and

(c) average daily cost of **consumption**,

for the previous 2 years or since the commencement of the **pre-payment meter contract** (whichever is the shorter), divided in quarterly segments.

- (5) A **retailer** must, within 10 **business days** of the change, notify a **pre-payment meter customer** in writing or by **electronic means** if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).
- (6) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an ~~electronic~~ email address nominated by the **pre-payment meter customer**.

9.4 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard **meter**, the **retailer** must within 1 **business day** of the request –
- (a) send the information referred to in clauses 2.3 and 2.4 to the pre-payment meter customer in writing or by **electronic means**; and
 - (b) arrange with the relevant **distributor** to –
 - (i) remove or render non-operational the **pre-payment meter**; and
 - (ii) replace or switch the **pre-payment meter** to a standard **meter**.
- (2) A **retailer** must not require payment of a charge for reversion to a standard **meter** if ~~the a~~ **pre-payment meter customer** is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause (1) within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.
- (3) ~~Where the~~ If a **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), ~~the a~~ **retailer** may charge the **pre-payment meter customer** a reasonable charge for reversion to a standard **meter**. However, the **retailer's** obligations under subclause (1) –
- (a) if the pre-payment meter customer is a **residential pre-payment meter customer**, are not conditional on the pre-payment meter customer paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any); and
 - (b) if the pre-payment meter customer is not a **residential pre-payment meter customer**, may be made conditional on the pre-payment meter customer paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any).
- (4) If a **retailer** requests ~~the a~~ distributor to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's~~ that supply address –
- (a) for **supply addresses** located within the metropolitan area, within 5 **business days** of receipt of the request; or
 - (b) for **supply addresses** located within the regional area, within 10 **business days** of receipt of the request.

9.5 Life support equipment

- (1) If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **pre-payment meter customer's supply address** requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at ~~the customer's~~ **that supply address** and the **retailer** must, or must immediately arrange to –
 - (a) remove or render non-operational the **pre-payment meter** at no charge;
 - (b) replace or switch the **pre-payment meter** to a standard **meter** at no charge; and
 - (c) provide information to the **pre-payment meter customer** about the **contract** options available to the **pre-payment meter customer**.
- (2) If a **retailer** requests ~~the a~~ **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the that~~ **customer's supply address** as soon as possible and in any event no later than –
 - (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 9 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 10 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.

9.6 Requirements for pre-payment meters

- (a) **A retailer must ensure that a Ppre-payment meter customers will have has** access to emergency credit of \$20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the **pre-payment meter service** will be **de-energised**.
- (b) A **retailer** must ensure that a **pre-payment meter service** –
 - (i) is capable of informing the **retailer** of –
 - (A) the number of instances where a **pre-payment meter customer** has been **disconnected**; and
 - (B) the duration of each of those **disconnections** referred to in subclause (b)(i)(A),
at least every month,
 - (ii) is capable of recommencing supply and supply is recommenced as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made.

9.7 Recharge Facilities

A **retailer** must ensure that –

- (a) at least 1 **recharge facility** is located as close as practicable to a **pre-payment meter**, and in any case no further than 40 kilometres away;

- (b) a **pre-payment meter customer** can access a **recharge facility** at least 3 hours per day, 5 days per week;
- (c) it uses best endeavours to ensure that a **pre-payment meter customer** can access a **recharge facility** for periods greater than required under subclause (b); and
- (d) the minimum amount to be credited by a **recharge facility** does not exceed ~~\$20 dollars~~ per increment.

9.8 Concessions

If a **pre-payment meter customer** demonstrates to a **retailer** that the **pre-payment meter customer** is entitled to receive a **concession**, the **retailer** must ensure that the **pre-payment meter customer** receives the benefit of the **concession**.

9.9 Meter ~~testing~~ check or test

- (1) ~~Where~~ If a **pre-payment meter customer** requests that the whole or part of ~~the~~ a **pre-payment meter** be checked or tested, ~~the~~ a **retailer** must, at the request of the pre-payment meter customer, make immediate arrangements to –
 - (a) check the **pre-payment meter customer's** metering data;
 - (b) check or conduct a test of the **pre-payment meter**; and/or
 - (c) arrange for a check or test by the responsible person for the **meter** installation at the **pre-payment meter customer's connection** point.
- (2) If a **retailer** requests ~~the~~ a **distributor** to check or test a **pre-payment meter** under subclause (1), the **distributor** must check or test the **pre-payment meter**.
- (3) A **pre-payment meter customer** who requests a check or test of ~~the~~ a **pre-payment meter** under subclause (1) must pay ~~the~~ a **retailer's** reasonable charge for checking or testing the **pre-payment meter** (if any).
- (4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), ~~the~~ a **retailer** must –
 - (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
 - (b) correct any **overcharging** or **undercharging** in accordance with clause 9.11; and
 - (c) refund ~~the customer~~ any charges paid by the pre-payment meter customer ~~pursuant to~~ under this clause for the testing of the **pre-payment meter**.

9.10 Credit retrieval, overcharging and undercharging

- (1) Subject to ~~the~~ a **pre-payment meter customer** notifying a **retailer** of the proposed vacation date, ~~a~~ the **retailer** must ensure that ~~a~~ the **pre-payment meter customer** can retrieve all remaining credit at the time the **pre-payment meter customer** vacates the **supply address**.
- (2) If a **pre-payment meter customer** (including a **pre-payment meter customer** who has vacated the **supply address**) has been **overcharged** as a result of an act or omission of a **retailer** or **distributor** (including ~~where~~ the if a **pre-payment meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **pre-payment meter customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **pre-payment meter customer** for instructions as to whether the amount should be –
 - (a) credited to the **pre-payment meter customer's** account; or

- (b) repaid to the **pre-payment meter customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **pre-payment meter customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **pre-payment meter customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount **undercharged** as a result of an act or omission by the **retailer** or **distributor** (including ~~where a~~ if a **pre-payment meter** has been found to be defective), the **retailer** must –
 - (a) limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that **undercharging** had occurred;
 - (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
 - (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
 - (d) offer the **pre-payment meter customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (7) ~~Where~~ if the amount referred to in subclause (2) is less than \$45, ~~the a~~ a **retailer** may –
 - (a) ask the **pre-payment meter customer** for instructions ~~pursuant to~~ under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **pre-payment meter customer's** account (in which case subclause (3) applies as if the **pre-payment meter customer** instructed the **retailer** to credit the **pre-payment meter customer's** account).

9.11 Payment difficulties or financial hardship

- (1) A **retailer** must give reasonable consideration to a request by –
 - (a) a **residential pre-payment meter customer** ~~that who~~ informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) a **relevant consumer representative organisation**,
 for a waiver of any fee payable by the **pre-payment meter customer** to replace or switch a **pre-payment meter** to a standard **meter**.
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
 - (a) ~~where~~ if a **residential pre-payment meter customer** informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,

the **retailer** must use best endeavours to **contact** the pre-payment meter customer as soon as is reasonably practicable to provide –

- (c) Not Used ~~the information referred to in clauses 2.3 and 2.4 to the customer;~~
- (d) information about the different types of **meters** available to the pre-payment meter customer;
- (e) information about and referral to relevant ~~customer~~ financial assistance programmes, and/or
- (f) referral to **relevant consumer representative** ~~s~~ organisations; and/or
- (g) information on independent financial and other relevant counselling services.

- (3) The information to be provided in subclause (2) may be provided in writing to ~~the a~~ pre-payment meter customer at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an ~~electronic email~~ address nominated by the **pre-payment meter customer**.

9.12 Existing pre-payment meters

A **pre-payment meter** installed prior to the **amendment date** will be deemed to comply with the requirements of this Part 9.

Part 10 Information & Communication

Division 1 – Obligations particular to retailers

10.1 Tariff information

- (1) A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs ~~as soon as practicable after the variation is published and, in any event,~~ no later than the next bill in a **customer's billing cycle**.
- (2) A **retailer** must give a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, including any **alternative tariffs** that may be available to that **customer**.
- (3) A **retailer** must give a **customer** the information referred to under subclause (2) within 8 **business days** of the date of receipt. If requested by a **customer**, the **retailer** must give the information in writing.

10.2 Historical billing data

- (1) A **retailer** must give a **non-contestable customer** on request the **non-contestable customer's** billing data.
- (2) If a **non-contestable customer** requests billing data under subclause (1) –
 - (a) for a period less than the previous 2 years and no more than once a year; or
 - (b) in relation to a dispute with ~~the a~~ **retailer**,the **retailer** must give the billing data at no charge.
- (3) A **retailer** must give a **non-contestable customer** the billing data requested under subclause (1) within 10 **business days** of the date of receipt of –
 - (a) the request; or
 - (b) payment for the **retailer's** reasonable charge for providing the billing data (if requested by the **retailer**).
- (4) A **retailer** must keep a **non-contestable customer's** billing data for 7 years.

10.3 Concessions

A **retailer** must give a **residential customer** on request at no charge –

- (a) information on the types of **concessions** available to the **residential customer**; and
- (b) the name and contact details of the organisation responsible for administering those **concessions** (if the **retailer** is not responsible).

10.3A Service Standard Payments

A **retailer** must give a **customer** at least once a year written details of the **retailer's** and **distributor's** obligations to make payments to the **customer** under Part 14 of this **Code** and under any other legislation (including subsidiary legislation) in Western Australia including the amount of the payment and the eligibility criteria for the payment.

10.4 Energy Efficiency Advice

A **retailer** must give, or make available to a **customer** on request, at no charge, general information on –

- (a) cost effective and efficient ways to utilise electricity (including referring a **customer** to a relevant information source); and
- (b) the typical running costs of major domestic appliances.

10.5 Distribution matters

If a **customer** asks a **retailer** for information relating to the distribution of electricity, the **retailer** must –

- (a) give the information to the **customer**; or
- (b) refer the **customer** to the relevant **distributor** for a response.

Division 2 – Obligations particular to distributors

10.6 General information

A **distributor** must give a **customer** on request, at no charge, the following information –

- (a) information on the **distributor's** requirements in relation to the **customer's** proposed new electrical installation, or changes to the **customer's** existing electrical installation, including advice about supply extensions;
- (b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
- (c) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (d) advice on facilities required to protect the **distributor's** equipment;
- (e) advice on how to obtain information on protecting the **customer's** equipment;
- (f) advice on the **customer's** electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;
- (g) general information on safe use of electricity;
- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

10.7 Historical consumption data

(1) A **distributor** must give a **customer** on request the **customer's consumption** data.

(2) If a **customer** requests **consumption** data under subclause (1) –

- (a) for a period less than the previous 2 years ~~and no more than twice a year~~, provided the **customer** has not been given **consumption** data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request ; or
- (b) in relation to a dispute with ~~the a~~ **distributor**,

the **distributor** must give the **consumption** data at no charge.

- (3) A **distributor** must give a **customer** the **consumption** data requested under subclause (1) within 10 **business days** of the date of receipt of –
 - (a) the request; or
 - (b) if payment is required (and is requested by the **distributor** within 2 **business days** of the request) payment for the **distributor's** reasonable charge for providing the data.
- (4) A **distributor** must keep a **customer's consumption** data for 7 years.

10.8 Distribution standards

- (1) A **distributor** must tell a **customer** on request how the **customer** can obtain information on distribution standards and metering arrangements –
 - (a) prescribed under the **Act** or the *Electricity Act 1945*; or
 - (b) adopted by the **distributor**,that are relevant to the **customer**.
- (2) A **distributor** must publish on its website the information specified in subclause (1).

Division 3 – Obligations particular to retailers and distributors

10.9 Written information must be easy to understand

To the extent practicable, a **retailer** and **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** is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

10.10 Code of Conduct

- (1) A **retailer** and a **distributor** must tell a **customer** on request how the **customer** can obtain a copy of the **Code**.
- (2) A **retailer** and a **distributor** must make electronic copies of the **Code** available, at no charge, on the **retailer's** or **distributor's** website.
- (3) ~~Not Used~~ A **retailer** and a **distributor** must make a copy of the **Code** available for inspection at the offices of the **retailer** and **distributor** at no charge.

10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **residential customer** on request, at no charge, services that assist the **residential customer** in interpreting information provided by the **retailer** or **distributor** to the **residential customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, ~~where if~~ appropriate, a **distributor** must include in relation to **residential customers** –
 - (a) the **telephone** number for its **TTY** services;

- (b) the **telephone** number for independent multi-lingual services; and
- (c) the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with~~ and the words “Interpreter Services”,

on the –

- (d) bill and bill related information (including, for example, the notice referred to in clause 4.2~~(5)~~(3) and statements relating to an **instalment plan**);
- (e) **reminder notice**; and
- (f) **disconnection warning**.

10.12 Metering

- (1) A **distributor** must advise a **customer** on request, at no charge, of the availability of different types of **meters** and their –
 - (a) suitability to the **customer’s supply address**;
 - (b) purpose;
 - (c) costs; and
 - (d) installation, operation and maintenance procedures.
- (2) If a **customer** asks a **retailer** for information relating to the availability of different types of **meters**, the **retailer** must –
 - (a) give the information to the **customer**; or
 - (b) refer the **customer** to the relevant **distributor** for a response.

**Part 11
NOT USED**

Part 12 Complaints & Dispute Resolution

12.1 Obligation to establish complaints handling process

- (1) A **retailer** and **distributor** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The **complaints** handling process under subclause (1) must –
 - (a) comply with **Australian Standard** [AS/NZS 10002:2014](#)~~AS ISO 10002—2006~~;
 - (b) address at least –
 - (i) how **complaints** must be lodged by **customers**;
 - (ii) how **complaints** will be handled by ~~the a~~ **retailer** or **distributor**, including –
 - (A) a right of ~~the a~~ **customer** to have its **complaint** considered by a senior employee within each organisation of the **retailer** or **distributor** if the **customer** is not satisfied with the manner in which the **complaint** is being handled;
 - (B) the information that will be provided to a **customer**;
 - (iii) response times for **complaints**;
 - (iv) method of response;
 - (c) detail how ~~the a~~ **retailer** will handle **complaints** about the **retailer**, **electricity marketing agents** or **marketing**; and
 - (d) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(ii)(B), a **retailer** or **distributor** must at least –
 - (a) when responding to a **customer complaint**, advise the **customer** that the **customer** has the right to have the **complaint** considered by a senior employee within the **retailer** or **distributor** (in accordance with its **complaints** handling process); and
 - (b) when a **complaint** has not been **resolved** internally in a manner acceptable to ~~the a~~ **customer**, advise the **customer** –
 - (i) of the reasons for the outcome (on request, the **retailer** or **distributor** must supply such reasons in writing); and
 - (ii) that the **customer** has the right to raise the **complaint** with the **electricity ombudsman** or another relevant external dispute resolution body and provide the Freecall **telephone** number of the **electricity ombudsman**.
- (4) For the purpose of subclause (2)(b)(iii), a **retailer** or **distributor** must, on receipt of a written **complaint** by a **customer** –
 - (a) acknowledge the **complaint** within 10 **business days**; and
 - (b) respond to the **complaint** by addressing the matters in the **complaint** within 20 **business days**.

12.2 Obligation to comply with a guideline that distinguishes customer queries from customer complaints

A **retailer** must comply with any guideline developed by the **Authority** relating to distinguishing **customer** queries from **customer complaints**.

12.3 Information provision

A **retailer, distributor** and **electricity marketing agent** must give a **customer** on request, at no charge, information that will assist the **customer** in utilising the respective **complaints** handling processes.

12.4 Obligation to refer complaint

When a **retailer, distributor** or **electricity marketing agent** receives a **complaint** that does not relate to its functions, it must advise the **customer** of the entity that the **retailer, distributor** or **electricity marketing agent** reasonably considers to be the appropriate entity to deal with the **complaint** (if known).

Part 13 Reporting

13.1 Preparation of an annual report ~~by retailers and distributors~~

A *retailer* and a *distributor* must prepare a report in respect of each *reporting year* setting out the information specified by the *Authority*.

13.2 Provision of annual report to the Authority ~~by retailers and distributors~~

A report referred to in clause 13.1 must be provided to the *Authority* by the date, and in the matter and form, specified by the *Authority*.

13.3 Publication of reports ~~by retailers and distributors~~

- (1) A report referred to in clause 13.1 must be published by the date specified by the *Authority*.
- (2) A report is published for the purposes of subclause (1) if –
 - (a) copies of it are available to the public, without cost, at places where the *retailer* or *distributor* transacts business with the public; and
 - (b) a copy of it is posted on an internet website maintained by the *retailer* or *distributor*.

Part 14 Service Standard Payments

Division 1 – Obligations particular to retailers

14.1 Facilitating customer reconnections

- (1) Subject to clause 14.6, ~~where-if~~ a **retailer** is required to arrange a **reconnection** of a **customer's supply address** under Part 8 –
- (a) but the **retailer** has not complied with the time frames prescribed in clause 8.1(2); or
 - (b) the **retailer** has complied with the time frames prescribed in clause 8.1(2) but ~~the-a~~ **distributor** has not complied with the time frames prescribed in clause 8.2(2),
- the **retailer** must pay to the **customer** \$60 for each day that it is late, up to a maximum of \$300.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of ~~the-a~~ **distributor**, the **distributor** must compensate the **retailer** for the payment.

14.2 Wrongful disconnections

- (1) Subject to clause 14.6, if a **retailer** –
- (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 and 6.10) and Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), 7.7(2)(a) and 7.7(2)(c)) of the **Code** prior to arranging for **disconnection** or **disconnecting a customer** for failure to pay a bill; or
 - (b) arranges for **disconnection** or **disconnects a customer** in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,
- the **retailer** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of ~~the-a~~ **distributor**, the **distributor** must compensate the **retailer** for the payment.

14.3 Customer service

- (1) Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **retailer** must pay to the **customer** \$20.
- (2) ~~The-A~~ **retailer** will only be liable to make 1 payment of \$20, ~~pursuant to-under~~ subclause (1), for each written **complaint**.

Division 2 – Obligations particular to distributors

14.4 Customer service

- (1) Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **distributor** must pay to the **customer** \$20.
- (2) ~~The~~ **distributor** will only be liable to make 1 payment of \$20, ~~pursuant to~~ under subclause (1), for each written **complaint**.

14.5 Wrongful disconnections

Subject to clause 14.6, if a **distributor disconnects** a **customer's supply address** other than as authorised by –

- (a) this **Code** or otherwise by law; or
- (b) a **retailer**,

then the **distributor** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.

Division 3 – Payment

14.6 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if events or conditions outside the control of the **retailer** or **distributor** caused the **retailer** or **distributor** to be liable to make the payment.
- (2) Except in the case of a payment under clauses 14.2 and 14.5, which are required to be made without application by a **customer** as soon as reasonably practical, a **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if the **customer** fails to apply to the **retailer** or **distributor** for the payment within 3 months of the non-compliance by the **retailer** or **distributor**.
- (3) Under clauses 14.3 and 14.4, a **retailer** or **distributor** is not required to make more than 1 payment to each affected **supply address** per event of non-compliance with the performance standards.
- (4) For the purposes of subclause (3), each **supply address** where a **customer** receives a bill from a **retailer** is a separate **supply address**.

14.7 Method of payment

- (1) A **retailer** who is required to make a payment under clauses 14.1, 14.2 or 14.3 must do so –
 - (a) by deducting the amount of the payment from the amount due under the **customer's** next bill;
 - (b) by paying the amount directly to the **customer**; or
 - (c) as otherwise agreed between the **retailer** and the **customer**.
- (2) A **distributor** who is required to make a payment under clauses 14.4 or 14.5 must do so –

- (a) by paying the amount to the **customer's retailer** who will pass the amount on to the **customer** in accordance with subclause (1);
 - (b) by paying the amount directly to the **customer**; or
 - (c) as otherwise agreed between the **distributor** and the **customer**.
- (3) For the avoidance of doubt, a payment made under this part does not affect any rights of a **customer** to claim damages or any other remedy.

14.8 Recovery of payment

- (1) If a **retailer** or **distributor** who is required to make a payment to a **customer** under this Part fails to comply with clause 14.7 within 30 days of the date of demand for payment by the **customer**, or in the case of a payment required to be made under clause 14.2(1) or 14.5, within 30 days of the date of the wrongful **disconnection**, then the **customer** may recover the payment in a court of competent jurisdiction as a debt due from the **retailer** or **distributor** (as the case may be) to the **customer**.
- (2) If a **retailer** is entitled under clause 14.1(2) or 14.2(2) to compensation from a **distributor**, and the **distributor** fails to pay the compensation to the **retailer** within 30 days of the date of demand for compensation payment by the **retailer**, then the **retailer** may recover the compensation payment in a court of competent jurisdiction as a debt due from the **distributor** to the **retailer**.

Attachment 2 – ECCC Terms of Reference



Electricity Code Consultative Committee and Gas Marketing Code Consultative Committee Terms of Reference

1. Preamble

The Electricity Code Consultative Committee (**ECCC**) is established by the Economic Regulation Authority (**Authority**) under section 81 of the *Electricity Industry Act 2004* (**EI Act**).

The Gas Marketing Code Consultative Committee (**GMCCC**) is established by the Authority under section 11ZPO of the *Energy Coordination Act 1994* (**EC Act**).

2. Purpose of the Committees

The ECCC and GMCCC are established for the purpose of:

- a. advising the Authority on matters relating to the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Electricity Code**) and *Gas Marketing Code of Conduct* (**Gas Marketing Code**) respectively;
- b. undertaking reviews of the Electricity Code and Gas Marketing Code at least once every two years; and
- c. advising the Authority on any proposed amendment to, or replacement of, the Electricity Code or Gas Marketing Code.

3. Appointment of Members

Membership of the ECCC shall comprise:

- a. a Chairperson from the Authority with no voting right;
- b. four members* from consumer representative organisations (with one of these from a regional, rural or remote area if possible);
- c. four members* from industry or industry representative organisations;
- d. two members from government agencies;
- e. an executive officer from the Authority with no voting right.

The Authority may discharge, alter or reconstitute the ECCC at its discretion as provided for under section 81(2)(b) of the EC Act.

Membership of the GMCCC shall comprise:

- a. a Chairperson from the Authority with no voting right;
- b. three members* from consumer representative organisations;
- c. three members* from industry or industry representative organisations;
- d. two members from government agencies; and
- e. an Executive Officer from the Authority with no voting right.

The Authority may discharge, alter or reconstitute the GMCCC at its discretion as provided for under section 11ZPO(2)(b) of the EC Act.

* The Authority shall appoint these members following a public call for expressions of interest.

All voting rights shall be equal.

Membership terms are two years or, in the case of an appointment to fill a casual vacancy, until the expiry of the retiring member's term.

4. Payments to Members

The Authority may pay a non-government consumer organisation representative a remuneration, allowance or reimbursement, the rate of which will be determined by the Minister for Public Sector Management.

5. Support from the Authority

The Authority shall provide reasonable support services necessary for the ECCC and GMCCC to carry out their functions.

6. Committee Governance

The ECCC and GMCCC may adopt procedures, consistent with the requirements of the EI Act and the EC Act respectively, for carrying out reviews of the Electricity Code and Gas Marketing Code respectively, and for the provision of advice to the Authority.

The Authority may impose conditions regarding members' use of information it releases to members.

Members shall take all reasonable measures to protect from unauthorised use or disclosure information provided to them by the Authority and indicated by the Authority to be "confidential". This confidentiality clause shall survive the expiration or termination of members' appointments.

Members who believe that any of their external activities would conflict with their position on the ECCC or GMCCC must declare their interest to the Chairperson as soon as practicable after becoming aware of the potential conflict, and in any event within 14 days of becoming aware.

Members shall notify the Chairperson of any change in their circumstances that limits their ability to satisfy these duties.

7. Meeting Procedures

The Chairperson shall endeavour to achieve consensus of the members present at a meeting.

If consensus is not possible, decisions shall be by a majority vote of 50% of members plus one.

Members not present may vote out of session subject to the discretion of the Chairperson.

Members unable to attend may send a proxy subject to the discretion and prior approval of the Chairperson.

Decisions may be made by email communication at the discretion of the Chairperson.

8. Consultation

The ECCC and GMCCC shall give any interested person an opportunity to offer comment relevant to a review of the Electricity Code or Gas Marketing Code respectively, or to any proposed amendment or replacement of the Electricity Code or Gas Marketing Code respectively.

The ECCC and GMCCC shall take into account any comments they receive.

9. Code Consistency

The ECCC and GMCCC shall:

- a. endeavour to promote consistency across the Electricity Code and Gas Marketing Code in Western Australia;
- b. keep informed of the trends in code development in the energy sector in other States and promote code consistency at a national level where appropriate;
- c. promote code consistency according to principles of best practice in consumer protection.