



Electricity Code Consultative Committee

Draft Review Report

2013 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers

4 October 2013

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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.

Submissions should be addressed to:

Mr Paul Kelly
ECCC Chairman
PO Box 8469
PERTH BC WA 6849
Fax: (08) 6557 7999
Email: eccc@erawa.com.au

Submissions may be provided in hard-copy or electronic form and must be received by 4pm on Friday, 1 November 2013.

Should you require further information, please contact Dr David Leith, Executive Officer ECCC on (08) 6557 7928.

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 2013 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 the lack of availability of information, or where the ECCC has not fully explored issues, the ECCC has posed questions to which interested parties can respond.

Interested parties should note that the absence of a particular issue from this report does not preclude it from being considered by the ECCC.

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.

3 Background

3.1 The Electricity Market in Western Australia

The *Electricity Industry Act 2004* (**Act**) includes provisions for the licensing of electricity supply. Electricity licences issued by the Authority under the Act are classified into the following five categories:

- a) Distribution – construct and operate electricity distribution networks.
- b) Generation – construct and operate electricity generation works.
- c) Retail – sell electricity to customers.
- d) Transmission – construct and operate electricity transmission networks.
- e) Integrated Regional – one or more of the activities detailed in (a) to (d) above.

The Code applies to retailers, distributors and integrated regional licensees that supply electricity to small use customers and electricity marketing agents that market to small use customers. A small use customer is a customer who consumes less than 160 MWh of electricity per annum. Currently, 160 MWh of electricity costs approximately \$40,000. There are six retailers approved to supply small use customers:

- Electricity 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**)

According to data provided to the Authority for the 2011/12 reporting year, Synergy is the largest retailer in the State with just over 982,000 residential and non-residential small use customers, or approximately 96% of the total market. Horizon Power, which retails in a number of areas of the State outside the South West Interconnected System (**SWIS**), had almost 42,000 customers, or approximately 4% of the total market. The remaining customers were divided between Alinta Energy (1,449), Perth Energy (68) and RIA (25).

Clear Energy reported that it did not supply any customers during the year ending 30 June 2012.

Western Power is the monopoly distribution network provider to small use customers within the SWIS, with just under 1,016,000 customer connections (approximately 95.8% of the State total) and over to 90,000km of distribution lines (data provided for the 2011/12 reporting year).

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 customers who consume no more than 160 MWh of electricity per annum.

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:

- Connection
- Disconnection
- Reconnection
- Billing
- Payment
- Payment Difficulties & Financial Hardship
- Information Provision
- Complaints
- Record Keeping
- Service Standard Payments
- Pre-payment Meters

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 on matters relating to the Code. This committee, known as the Electricity Code Consultative Committee, 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.

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 allows for the ECCC to comprise:

- a Chairperson (from the Authority's Secretariat), who has no voting rights;
- 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;
- four industry representatives.

3.3.2 Committee Members

Appointments for the current term of the ECCC were made in May 2013. Current members of the ECCC are:

Industry representatives:

- Catherine Rousch (Alinta Energy)
- Gino Giudice (Western Power)
- Simon Thackray (Synergy)
- Greg Will (Horizon Power)

Consumer organisation representatives:

- Charles Brown (Financial Counsellors Association of WA)
- Drew Pearman¹ (Chamber of Commerce & Industry)
- Chris Twomey (WACOSS)
- David Kernohan (Consumer Credit Legal Service (WA) Inc.)

Government representatives:

- Gerald Milford (Department of Commerce)
- Alex Kroon (Public Utilities Office)

Authority staff:

- Paul Kelly, Executive Director, Licensing, Monitoring & Customer Protection holds the position of Chairperson.
- David Leith, A/Assistant Director, Customer Protection is executive officer.

3.4 Previous Code Reviews

Since the establishment of the Code, the ECCC has undertaken three reviews of the Code. The first review was completed in 2007 and the second review in 2010. Concurrently with the second review, the ECCC undertook a review of pre-payment meter arrangements under the Code (Part 9 of the Code). The third review was completed in 2012. The current Code, the *Code of Conduct for the Supply of Electricity to Small Use Customers 2012*, was gazetted on 9 November 2012 and came into effect on 1 January 2013.

On 21 June 2013, amendments to the pre-payment meter grandfathering provisions and the life support provisions of the Code were gazetted. The amendments came into effect on 1 July 2013.

¹ Drew Pearman has recently resigned from the ECCC. A replacement representative from the Chamber of Commerce and Industry is in the process of being arranged.

3.5 Code Review Process

The ECCC's Executive Officer prepared a Discussion Paper for the consideration of the ECCC in August 2013. 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 further undertake consultation with interested parties before providing that advice.

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

4 General

4.1 Application of the Code

Clause 1.6 (a) of the Code refers to the Code applying to customers, as follows:

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

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

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

Section 79 (Part 6) of the Act provides that the Code is to regulate and control the conduct of retailers, distributors and electricity marketing agents; it does not include reference to customers.

Legal advice on this issue has been sought and legal counsel agrees that clause 1.6(a) should be deleted. Legal counsel notes that clause 9.4(3) imposes an obligation on pre-payment customers. Legal counsel has recommended that clause 9.4(3) be amended as follows:

- (3) Where the **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), the **retailer may charge the pre-payment meter customer** ~~must pay the retailer's~~ a reasonable charge for reversion to a standard **meter** ~~(if any)~~. ~~However, the~~ ~~The~~ **retailer's** obligations under subclause (1) –
 - (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge [for reversion to a standard meter \(if any\)](#); and
 - (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge [for reversion to a standard meter \(if any\)](#).

Recommendation 1

Delete clause 1.6(a).

Recommendation 2

Amend clause 9.4(3) as set out above.

4.2 References to customers

Throughout the code, customers are referred to as either “it” or “their” based on whether the clause is referring to an individual customer (in which case “its” would be appropriate) or to all or a group of customers in a plural sense (in which case “their” would be appropriate).

A review of the Code has identified some instances where the reference may be incorrect. The ECCC considers the following amendments to be appropriate.

Amend the definition of ‘instalment plan’ as follows:

“**instalment plan**” means an arrangement between a **retailer** and a **customer** for the **customer** to pay arrears or in advance and continued usage on ~~their~~ **its** account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account ~~their~~ **the customer's** capacity to pay...

Recommendation 3

Amend the definition of ‘instalment plan’ as set out above.

Amend clause 10.11(2) as follows:

- (2) A **retailer** and, where appropriate, a **distributor** must include in relation to **residential customers** –
- (a) the **telephone** number for ~~their~~ **its** **TTY** services;
 - (b) the **telephone** number for independent multi-lingual services; and
 - (c) the **National Interpreter Symbol** with the words “Interpreter Services”,
[...]

Recommendation 4

Amend the reference to ‘their’ in clause 10.11(2)(a) to ‘its’.

5 Consistency with the Gas Compendium

5.1 Definitions of complaints categories

As part of the 2012 review of the Compendium of Gas Customer Licence Obligations (**Compendium**), the Authority amended the definitions of “billing/credit complaints” and “other complaints” by inserting the words “complaints related to” after the word “includes” as follows:

“**billing/credit complaints**” includes [complaints related to](#) billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, disconnection and reconnection, and restriction due to billing discrepancy.

“**other complaints**” includes [complaints related to](#) poor service, privacy consideration, failure to respond to complaints, and health and safety issues.

These amendments were made to enhance the readability of these definitions. The ECCC recommends that the definitions of “billing/credit complaints” and “other complaints” be amended so they are consistent with the Compendium.

Recommendation 5

Amend the definitions of “billing/credit complaints” and “other complaints” by inserting the words “complaints related to” after the word “includes”.

While the 2012 review of the Compendium resulted in amendments to the definitions of “billing/credit complaints” and “other complaints”, no amendments were made to the definitions of “marketing complaints” and “transfer complaints”. It is believed this was due to an oversight.

The ECCC also recommends that the definitions of “marketing complaints” and “transfer complaints” be amended so that there is consistency across the definitions. This amendment would mean the definitions would be amended as follows:

“**marketing complaints**” includes [complaints related to](#) advertising campaigns, contract terms, sales techniques and misleading conduct.

“**transfer complaints**” includes [complaints related to](#) failure to transfer customer within a certain time period, disruption of supply due to transfer and billing problems directly associated with the transfer (e.g., delay in billing, double billing).

Recommendation 6

Amend the definitions of “marketing complaints” and “transfer complaints” by inserting the words “complaints related to” after the word “includes”.

6 Part 2 - Marketing

6.1 Achieving Consistency with the Australian Consumer Law

The Australian Consumer Law (**ACL**) prescribes a cooling-off period of 10 business days for all unsolicited consumer agreements. For door-to-door contracts, the contract regulations² provide for a cooling-off period of 10 days. The definition of 'cooling-off period' in the Code reads as follows:

"cooling-off period" means the period of 10 days commencing on and including the day on which the contract is made.

The definition of "cooling off period" in the ACL relates to terminating unsolicited consumer agreements whereas in the Code it relates to information to be given in respect of agreements that are not unsolicited agreements (see clause 2.4(2)(j) of the Code). In this light, the definition of "cooling off period" could be redefined as "means the period specified in the **contract** as the cooling off period". In that way the retailer or electricity marketing agent would have to explain either the ACL cooling off period or the customer contracts cooling off period as relevant. The ECCC may therefore wish to consider whether the definition of cooling-off period should be amended as follows:

"cooling-off period" means the period ~~of 10 days commencing on and including the day on which the contract is made~~ specified in the contract as the cooling-off period.

Recommendation 7

Amend the definition of 'cooling-off period' in clause 1.5 to read as follows:

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

6.2 The National Energy Customer Framework

The Ministerial Council on Energy (**MCE**) (now Standing Council on Energy and Resources or **SCER**) has developed the National Energy Customer Framework (**NECF**). The NECF is a set of laws and rules governing retail and distribution non-price regulation in the National Energy Market (**NEM**). Whilst the WA Government participates in the SCER, the ECCC understands that there is no intention of implementing the NECF in WA at this stage.

The NECF was originally scheduled to be implemented on 1 July 2012 by all States and Territories, with the exception of Western Australia and the Northern Territory. Although Tasmania and the ACT implemented the NECF on 1 July 2012 as scheduled, all other States opted to delay the implementation of the NECF.

² *Electricity Industry (Customer Contracts) Regulations 2005*

South Australia and New South Wales implemented the NECF on 1 February 2013 and 1 July 2013 respectively. The ECCC understands that Victoria will commence the NECF as soon as is practicable and Queensland is yet to consider its application of the NECF.³

During the 2011 Review of the Code, the ECCC considered the provisions of NECF that related to marketing and whether any of these provisions should be implemented through the Code. The ECCC agreed that, given the fact that the NECF had not yet been implemented, it would be premature to propose anything other than noting the NECF changes. The ECCC therefore agreed to recommend that the Authority note the National Energy Customer Framework, but not to propose any amendments to the Code to achieve consistency at this time.

As the NECF has now taken effect in some jurisdictions, the ECCC may wish to consider the NECF provisions that relate to marketing and whether consistency with the Code should be implemented.

Recommendation 8 outlines a specific recommendation in relation to consistency with the NECF. In addition to this recommendation, the ECCC may wish to consider whether any other changes should be recommended in relation to the NECF.

Question 1

Should any changes (other than that set out in Recommendation 8) be made to the Code in light of the NECF?

6.2.1 No canvassing or advertising signs

Under the NECF, a retailer must comply with any signs at a customer's premises indicating that canvassing is not permitted at the premises, or that no advertising or similar material is to be left at the premises.⁴

The Australian Consumer Law does not include provisions regarding canvassing or advertising.

Given the absence of a choice of retailer for the majority of electricity customers, there may not currently be a need for no canvassing or advertising signs, however, if such a clause is inserted into the *Gas Marketing Code of Conduct* (as is currently proposed by the Gas Marketing Code Consultative Committee⁵), the ECCC considered it sensible to include a similar clause in the Code for the purposes of consistency.

Therefore, the ECCC recommends that a new clause be inserted in the Code which requires an electricity marketing agent or retailer to comply with any signs at a person's

³ Australian Government, Department of Resources, Energy & Tourism, *National Energy Customer Framework*, http://www.ret.gov.au/energy/energy_markets/national_energy_customer_framework/Pages/NationalEnergyCustomerFramework.aspx (accessed Thursday, 11 April 2013).

⁴ Rule 66 of the National Energy Retail Rules.

⁵ Further information on the Gas Marketing Code Consultative Committee's (GMCCC) review of the *Gas Marketing Code of Conduct* can be found on the Authority's website <http://www.erawa.com.au/licensing/gas-licensing/gas-marketing-code/>

premises indicating that canvassing is not permitted at the premises; or that 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.

The ECCC may further wish to consider recommending that the Authority develop a new webpage regarding the use of do-not-knock stickers. This webpage could, for example, include a link to the ACCC's website from which customers can download a copy of the ACCC's do-not-knock sticker. The webpage could also provide guidance on where customers should consider placing their sticker and what the use of the sticker means for them.

Recommendation 8

Insert the following new clause into the Code:

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 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**.

Recommendation 9

Should the Authority develop a new webpage regarding the use of do-not-knock stickers?

NOTE: If the Authority decides to develop a new webpage regarding the use of do-not-knock stickers as a result of considering the GMCCC's advice, the ECCC will not need to make the same recommendation.

6.3 Definition – Electricity marketing agent

The definition of an 'electricity marketing agent' in the Code is as follows:

"electricity marketing agent" means—

- (a) a person who acts on behalf of the holder of a retail licence or an integrated regional licence—
 - (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;
- (c) a representative, agent or employee of a person referred to in subclause (a) or (b); or
- (d) not a person who is a customer representative.

The ECCC notes that the definition of 'electricity marketing agent' refers to 'the holder of a retail licence or an integrated regional licence'. Throughout the Code, the holder of a retail licence (or the holder of an integrated regional licence whose activities include retail) is referred to as a 'retailer'. For reasons of consistency, the ECCC recommends

that the reference to ‘the holder of a retail licence or an integrated regional licence’ in the definition of ‘electricity marketing agent’ be replaced with ‘a retailer’.

Recommendation 10

Replace the reference to ‘the holder of a retail licence or an integrated regional licence’ with ‘a retailer’ in the definition of ‘electricity marketing agent’.

6.4 References to legislation

The explanatory note at the beginning of Part 2 refers to various pieces of legislation. Legal counsel has advised that the note should be amended to reference the titles of the legislation in full, as well as to change the reference from Australian Consumer Law (WA) to the Fair Trading Act 2010 (WA). The note would then read as follows:

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 ~~Australian Consumer Law (WA)~~ [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 \(Cth\)](#).

Recommendation 11

Amend the note at the beginning of Part 2 to include the full titles of legislation and to change the reference from Australian Consumer Law (WA) to the Fair Trading Act 2010 (WA).

6.5 Rationalisation of contract protections

The Electricity Code, as well as the *Gas Marketing Code of Conduct (Gas Marketing Code)*, offers different levels of protection for customers depending on whether the contract is a standard form contract, a non-standard contract, an unsolicited consumer agreement or a ‘solicited’ consumer agreement. These protections are set out in clauses 2.2, 2.3 and 2.4 and are considered by some to be overly complex.

The ECCC therefore considered whether these protections could be rationalised, in particular the restructure of clauses 2.2, 2.3 and 2.4 into two new clauses: 2.2 and 2.3. The new clause 2.2 would include the requirements for entering into a standard form contract, while new clause 2.3 would set out the obligations for entering into a non-standard contract.

The objective of restructuring these clauses is to improve customer protection by improving clarity regarding the obligations imposed on retailers and gas/electricity marketing agents.

As part of the restructure of clauses 2.2 to 2.4, the ECCC also considered that some of the obligations in clauses 2.2 to 2.4 required amendment. These amendments can be summarised as follows:

Consent requirements for non-standard contracts

Existing clause 2.2(1) requires that non-standard contracts entered into as a result of the internet⁶ be signed by the customer. All other non-standard contracts require the customer's verifiable consent.⁷

The ECCC agreed that the same consent requirements should apply to all non-standard contracts and recommends that the customer's verifiable consent should be required when entering into any non-standard contract.

Providing a copy of the contract to the customer

The Code contains a number of clauses regarding the provision of the contract to customers. The ECCC agreed to rationalise these clauses into a single obligation and recommends that retailers be required to give, or make available, a copy of the contract at no charge to each customer.

The recommended new obligation no longer allows a retailer to provide, or make available, a copy of the contract only if the customer accepts the retailer's offer to do so. A copy of the contract must now always be given, or made available, to the customer. The ECCC does not believe that the amended obligation is substantially more onerous on retailers as the words 'make available' allow a retailer to simply refer a customer to the retailer's website.

The amendment ensures that all customers who enter into a non-standard contract which is not in a 'template' format (and not available from the retailer's website) will always be given a copy of their contract.

When a copy of the contract must be provided to the customer

Existing clause 2.4(1) provides that, if a customer accepts a retailer's offer for a copy of the contract, the retailer must give, or make available, a copy of the contract as soon as possible, but no more than 28 days later.

The ECCC agreed that the maximum timeframe of 28 days for providing a copy of the contract was excessive. The ECCC was particularly concerned that for contracts subject to a cooling-off period, this could result in the customer being provided with details of the cooling-off period *after* the cooling-off period had expired.

The ECCC agreed that the timeframe for giving, or making available, copies of contracts should be consistent with the timeframes specified within the ACL and recommended that for contracts entered into other than by telephone a copy of the contract should be provided at the time the contract is entered into. For contracts entered into over the telephone, the contract should be provided within 5 business days of the customer entering into the contract.

⁶ Clause 2.2(1) of the Code provides that 'an electricity marketing agent must, in the course of arranging a non-standard contract, other than in accordance with subclause (2), ensure that the contract is signed by the customer'. Subclause (2) applies to non-standard contracts initiated by the customer. Clause 2.2(1) is further subject to subclause (5) which provides that the clause does not apply to contracts that are unsolicited consumer agreements. In practice, clause 2.2(1) only applies to non-standard contracts entered into as a result of the internet; however, this is not apparent from reading the clause. Clause 2.2(1) is an example of complex drafting within the Code which the ECCC was keen to simplify.

⁷ Clause 2.2(2) of the Code

Advising a customer about the availability of a standard form contract

Clause 2.3 requires an electricity marketing agent, if acting on behalf of Synergy or Horizon Power, to tell a customer, before arranging a contract, that the customer is free to choose the retailer's standard form contract and, before arranging a non-standard contract, the difference between a standard form contract and a non-standard contract.

The ECCC agreed there is no logical need to tell a customer that they are free to choose the standard form contract before arranging a standard form contract.

The ECCC agreed to recommend that the requirement on Synergy and Horizon to inform a customer that the customer is free to choose the standard form contract as currently specified in clause 2.3 should only be required before a customer enters into a non-standard contract.

Cooling-off periods

Existing clause 2.4 requires a retailer or electricity marketing agent to give a customer information on any applicable cooling-off periods. For non-standard contracts, the information has to be provided before the customer enters into the contract unless the information has already been provided to the customer within the preceding 12 months. Alternatively, a retailer or electricity marketing agent can opt to tell a customer how the customer can obtain this information.

The ECCC agreed that it was undesirable that information on cooling-off periods could in some instances be given to a customer after the cooling-off period had ended and recommended that this information should always be provided before a customer enters into a non-standard contract.

In relation to standard form contracts that are not unsolicited consumer agreements, the ECCC noted that cooling-off periods do not apply to these types of contracts. The ECCC therefore agreed to recommend deletion of the requirement that retailers must provide information on cooling-off periods for these types of contracts.

Information requirements for standard form contracts

Existing clause 2.4(3)(b) requires a retailer or electricity marketing agent to provide specified information to customers before they enter into a standard form contract that is an unsolicited consumer agreement. For all other standard form contracts this information may be provided with the customer's first bill.

As the specified information does not affect the terms of the contract, there is no apparent reason why this information should be provided *before* a customer enters into a standard form contract that is an unsolicited consumer agreement.

The ECCC agreed to recommend that the specified information could be provided with the first bill for all standard form contracts.

Consent requirements for the provision of specified information

Existing clause 2.4(3)(b) further requires a retailer or electricity marketing agent to provide the specified information before a customer enters into a non-standard contract and to obtain the customer's written acknowledgement that this information has been provided.

As the specified information does not affect the terms of the contract, the ECCC agreed to recommend that written acknowledgement could be replaced with verifiable consent. This would ensure consistency in the consent requirements throughout new clause 2.3.

The proposed new clauses (2.2 and 2.3) can be found in the mark up of the Code in **Attachment 1**.

Recommendation 12

Amend clauses 2.2, 2.3 and 2.4 to rationalise the requirements for standard form contracts and non-standard contracts to create:

- a new clause 2.2 (entering into a standard form contract), which includes all the requirements for entering into a standard form contract; and
- a new clause 2.3 (entering into a non-standard contract), includes all the requirements for entering into a non-standard contract.

6.6 Entering into contracts (in respect of definition of verifiable consent)

NOTE: If Recommendation 12 is accepted by the Authority, then the below issue would no longer exist.

The definition of verifiable consent in the Code is as follows:

“**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.

While the definition of verifiable consent allows, for example, a customer to nominate the Department of Housing to give consent on their behalf, it can be difficult for the retailer to verify such nominations in situations where the customer lives in a remote area (and therefore does not enjoy 'normal' access to communications) or where the customer’s literacy or English language skills are poor.

Question 2

If Recommendation 12 is not accepted by the Authority, should an amendment be made to the Code to address the issue of obtaining verifiable consent?

6.7 Reference to ‘non-standard form contract’

NOTE: If the ECCC agrees to Recommendation 12, then Recommendation 13 will not be required.

Clause 2.4(3)(b) of the Code refers to a ‘non-standard form contract’. This is a grammatical error. The correct term is ‘non-standard contract’, as defined in clause 1.5 of the Code.

Recommendation 13

If Recommendation 12 is not accepted by the Authority, amend the reference to 'non-standard form contract' to 'non-standard contract'.

6.8 Clause 2.5(2) – Non-standard contracts to be in writing

Clause 2.5(2) of the Code requires a retailer or electricity marketing agent to ensure that non-standard contracts that are not unsolicited consumer agreements are in writing. If the Authority accepts Recommendation 12 (that a copy of the contract is given, or made available, to all customers when entering into a contract) then this effectively requires all non-standard contracts to be in writing, making clause 2.5(2) redundant.

Recommendation 14

If Recommendation 12 is accepted by the Authority, delete clause 2.5(2) from the Code.

6.9 Clause 2.6(2)(a) – Telling a customer the purpose of the contact

Clause 2.6(2)(a) of the Code requires a retailer to tell a customer the purpose of the contact when negotiating a contract that is not an unsolicited consumer agreement with the customer face to face. In practice, the clause only applies to contracts entered into face to face at the retailer's business or trade premises.

If a customer enters into a contract at the retailer's premises, the purpose of the contact should be readily apparent to the customer. Therefore, the ECCC believes clause 2.6(2)(a) should be deleted.

Recommendation 15

Delete clause 2.6(2)(a) from the Code.

6.10 Clause 2.6(3) and (4) – Record keeping when initiating contact with a customer

Under clause 2.6(3), each time a retailer initiates contact with a customer for the purpose of marketing, it must keep a record of the name of the customer, the electricity marketing agent involved and the date and time of the contact. Due to the broad definition of 'marketing', this means that details of virtually all contact with customers needs to be recorded.

In addition, there are certain circumstances where it is impractical for a retailer to comply with clause 2.6(3). For example, if a retailer approaches a person at a shopping centre and provides that person with a brochure detailing its product offerings, the retailer is legally obliged to obtain that person's name.

The ECCC noted these issues and considered the purpose for which these records may currently be collected under clause 2.6(3). The ECCC could not discern a persuasive reason to require a retailer to keep these types of records. The ECCC

considered whether these records may be necessary for complaints handling purposes. However, clauses 2.9(1) and clause 13.3 already require an electricity marketing agent and retailer to keep records of any complaints received.

The ECCC agreed that clause 2.6(3) should be deleted. As clause 2.6(4) simply clarifies that clause 2.6(3) does not apply where an electricity marketing agent contacts a customer in response to a customer request or query, it is logical for it to be deleted in addition to clause 2.6(4).

Recommendation 16

Delete clauses 2.6(3) and (4) from the Code.

6.11 Clause 2.9(2) – Record keeping

Clause 2.9(2) addresses the issue of record keeping. It requires an electricity marketing agent to keep records or other information that the electricity marketing agent is required to keep under the Code for at least 2 years.

Although clause 2.9(2) is included under the heading ‘Electricity marketing agent complaints’, the clause does not only relate to complaints but to any types of records.

The ECCC considered whether clause 2.9(2) should become a stand-alone clause to clarify the general nature of the record-keeping obligation and that a new heading should be inserted.

Recommendation 17

Amend clause 2.9(2) to become a stand-alone clause to clarify the general nature of the record-keeping obligation.

6.12 Clarification of provisions that apply to the retailer and the electricity marketing agent

The ECCC is concerned that certain references in the Code to retailers apply to retailers and electricity marketing agents. Conversely, certain references to electricity marketing agents apply to electricity marketing agents and retailers.

The ECCC considered whether amendments should be made to rectify incorrect references.

Recommendation 18

Replace references to ‘retailers’ and references to ‘electricity marketing agents’ with ‘retailers and electricity marketing agents’ as appropriate throughout the Code.

6.13 References to 'other party'

While the ECCC sought to clarify provisions in the Code that apply to retailers and electricity marketing agents (as per Recommendation 18 above), the ECCC also considered a related matter - references to 'other party' in the Code. These references appear to be a hangover from when the Code purported to apply to consumer representatives (i.e. marketers who act on behalf of consumers rather than retailers). These have been removed, as the definition of 'electricity marketing agent' no longer includes consumer representatives. Further, there is an issue with enforcement. It is difficult to see how the Authority could meaningfully enforce the Code against a party other than a retailer.

Recommendation 19

Delete all instances of 'other party' from the Code.

7 Part 4 - Billing

7.1 Benchmarks on bills

The Australian Energy Regulator (**AER**) released its *Guidance on electricity consumption benchmarks on residential customers' bills* in May 2012 (**Attachment 3**). The Guidance was developed to assist retailers understand the benchmarking requirements of the Retail Law and Retail Rules under the National Energy Customer Framework (**NECF**). While Western Australian has not adopted the NECF, the ECCC may still wish to consider the AER's Guidance on benchmarking on bills.

The introduction of a requirement for retailers to include benchmarks on bills would incur costs for the retailer, which could in turn lead to an increase in tariffs. The ECCC is interested to understand the following:

- Would this information be useful to customers?
- Would benchmarking assist customers to reduce their consumption?
- Is the bill the appropriate medium for this kind of information to be provided to customers?

Question 3

Taking into account any costs and benefits, should any benchmarking requirements be added to the Code? If so, what form should they take?

7.2 Information on a customer's bill

Synergy has raised concerns regarding the amount of information that retailers are required to include on a customer's bill.

This concern was recently highlighted by the National Energy Affordability Roundtable⁸ (**the Roundtable**) in its report to the Standing Council on Energy and Resources (**SCER**)⁹ in May 2013. The report stated that there was agreement among stakeholders that there is too much information on the energy bill, and recommended that the SCER and retailers undertake a review of the customer energy bill format and bill information requirements.

The ECCC is interested to understand whether customers feel there is too much information included on bills and whether this makes it difficult for customers to find the information they require.

Question 4

Are there any bill content requirements that should be removed from the Code?

⁸ The Roundtable was hosted by the Australian Energy Ombudsmen, the Energy Retailers Association of Australia and the Australian Council of Social Service.

⁹ The Standing Council on Energy and Resources is chaired by the Commonwealth and is comprised of energy and resources Ministers from the states, territories and New Zealand.

7.3 Average daily cost of electricity consumption

As a result of the last Code review, a definition of ‘consumption’ was inserted into the Code. The definition is as follows:

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

The ECCC is aware that some retailers include the daily average cost of electricity consumption on their bills, but included in the calculation of the “daily average cost of electricity consumption” are other charges that are consumption-related. These consumption-related charges include:

- Supply charge
- Renewable Energy Buyback credits
- Renewable Energy Buyback application fee
- Feed In Tariff credits
- Account establishment fee
- GST

The ECCC considered whether clause 4.5(1)(m) should be amended to refer to “the average daily cost of consumption including charges ancillary to the consumption of electricity”.

Recommendation 20

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

the average daily cost of ~~electricity~~ **consumption** including charges ancillary to the consumption of electricity

7.4 Information on how to read a meter

Clause 4.6(2) requires a retailer to provide information to a customer that explains how to read a meter. The ECCC understands that in many instances it is the network operator that provides this information to customers e.g. in the form of a self read card. There is not, however, an obligation in the Code for distributors to provide this information to customers.

Question 5

Should there be an obligation, comparable to clause 4.6(2)(a), on a distributor to provide information to customers on how read a meter?

7.5 Final bill

7.5.1 Refund after a final bill

Clause 4.14(2) requires a retailer to repay any amount that the account is in credit when an account is closed. There is no time limit set for the repayment. The ECCC considered that this issue needs to be addressed, and recommends that a time limit of 12 business days be introduced, which is consistent with the timeframe for providing a refund after an overcharge.

Recommendation 21

Introduce a 12 business day time limit regarding the refund of credit after a final bill.

7.5.2 *Transfer of credit after a final bill*

The ECCC has noted that the Code does not permit a customer to transfer any credit from their closed account to their new account. The ECCC considered that flexibility in this regard could be convenient for customers.

Recommendation 22

Amend clause 4.14(2) to allow a retailer to transfer a credit to another account if requested by a customer.

7.5.3 *Use of credit or overcharge to off-set debt*

The ECCC considered the issue that if a customer owes a retailer a debt under one or more contracts with that retailer, there is currently no ability to off-set that debt before a credit or an overcharge is repaid to a customer. Some retailers believe it is not in the interest of a customer to be disconnected or to have their credit rating reported for an outstanding debt when that debt could be totally or partially offset by the credit.

Recommendation 23

Include off-set provisions within clauses 4.14, 4.18 and 4.19.

7.6 *Overcharging and bill adjustments*

Clauses 4.18 (overcharging) and 4.19 (adjustments) state that if an overcharged amount or adjustment in favour of the customer is \$75 or more, the retailer must ask the customer whether they want the amount credited to their account or refunded. If the retailer does not receive instructions from the customer within 20 business days, the retailer can credit the amount to the customer's account.

The ECCC understands the majority of customers do not respond within 20 business days and are therefore credited the amount on the bill. However, this does not occur until after the 20 business day period. The ECCC considered whether an overcharge or an adjustment in favour of a customer for amounts of \$75 or more should be automatically credited to the customer's account unless the customer requests a refund within 5 business days of being notified of the overcharge or adjustment.

Recommendation 24

Amend the '20 business days' in clauses 4.18(4) and 4.19(4) to '5 business days'.

8 Part 5 - Payment

8.1 Direct debit

Clause 5.3, which relates to 'direct debit', appears to mix up the process for commencing the direct debit arrangement and the process for the retailer to take each payment from the customer's account. In addition, there is no definition of 'direct debit' in the Code. A possible solution could be to amend clause 5.3 as follows:

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

~~(a) wherever possible, the amount to be debited; and~~

~~(b) the date and frequency of the direct debit.~~

And to insert a definition as follows:

"**direct debit arrangement**" means an arrangement 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.

Recommendation 25

Amend clause 5.3 as suggested above.

Recommendation 26

Insert a definition for 'direct debit arrangement' in the Code.

8.2 Late payment fees

Clause 5.6(3) of the Code reads:

A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill and 12 late payment fees in a year.

The ECCC considered the following amendment may improve the clarity of this clause:

A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill ~~and~~ or more than 12 late payment fees in a year.

Recommendation 27

Amend clause 5.6(3) as follows:

A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill ~~and~~ or more than 12 late payment fees in a year.

8.3 Vacating a supply address

8.3.1 Notice when vacating a supply address

The timeframes for giving notice are not consistent across legislation. Clause 5.7(1) of the Code requires a customer to give a retailer at least 3 business days notice prior to

vacating the supply address. If the customer does not do this, the retailer can require the customer to pay for electricity consumed at the supply address for up to 5 days after the customer does give notice to the retailer.

The Energy Operators Powers Act s62(4) states that the liability for charges is 5 days; the Electricity Contract Regulations (reg 23) states that the notice required to terminate a contract is 5 days; and the Western Power Model Service Level Agreement provides 3 business days for customers in metropolitan areas and 5 business days for country areas.

It would be preferable to have clear and consistent time periods specified for a customer to provide a vacating notice. Legal counsel have advised that in order to achieve consistency with the Energy Operators (Powers) Act and the Customer Contracts Regulations, the notice requirements in the Code could be simplified so that a customer is not liable for any charges if it gives not less than 5 days notice of its intention to vacate. This will involve a small dilution of customer protection (3 business days to 5 days). If so, clause 5.7(1) could be amended as follows:

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** ~~3-business-days~~ notice; or
 - (e) 5 days after the **customer** gave notice, in any other case.

Recommendation 28

Amend clause 5.7(1)(d) by changing '3 business days' to '5 days'.

8.4 ACCC debt recovery guideline

As part of the 2011 Code review the ECCC sought to remove duplication between the Code of Conduct, Australian Consumer Law, Electronic Funds Transfer Code and other legislation. However, removal of the ACCC debt recovery guideline was not considered as part of the previous Code review and reference to it still appears in clause 5.8(1) as follows:

A **retailer** must comply with Part 2 of the Debt collection guideline for collectors and creditors issued by the Australian Competition and Consumer Commission concerning section 50 of the **Australian Consumer Law (WA)**.

The ECCC considered whether compliance with the ACCC guideline should continue to be mandated as a retail licence condition under the Code given the existence of applicable law such as the Australian Consumer Law.

Recommendation 29

Delete clause 5.8(1) from the Code.

9 Part 6 – Payment Difficulties & Financial Hardship

9.1 Part 6 - general

The ECCC considered whether Part 6 of the Code is too prescriptive and, as a result, makes it more difficult for retailers to assist customers experiencing payment difficulties or financial hardship. The ECCC would like to understand whether it would be beneficial to customers if the Code specified outcomes instead of prescribing processes.

Question 6

- A. Should Part 6 of the Code be made less prescriptive?
- B. If so, which particular clauses should be amended?

9.2 Assessments under clause 6.1

If a customer informs a retailer that they are experiencing payment problems, the retailer is required, under clause 6.1 of the Code, to assess whether the customer is experiencing payment difficulties or financial hardship. Clause 6.2 of the Code states that, for the purposes of clause 6.1, a retailer must not unreasonably deny a customer's request for a temporary suspension of actions,¹⁰ provided the customer demonstrates they have made an appointment with a financial counsellor.

The current drafting of clauses 6.1 and 6.2 means it is not clear whether or not a retailer is able to put off the assessment in clause 6.1 in order for a customer to see a financial counsellor under clause 6.2.

The ECCC's legal counsel has offered the following amendment as a possible solution to this issue.

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 relevant consumer representative organisation to make the assessment.**
- (2) When undertaking the assessment required by subclause (1)(a), a **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 **relevant consumer representative organisation** **(if any)**.
- (3) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

¹⁰ The Code defines 'temporary suspension of actions' as 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).

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 subclause (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 ~~for the purposes of~~ clause 6.1, and a **residential customer** –
- requests a **temporary suspension of actions**; and
 - demonstrates to a **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay,
- the **retailer** must not unreasonably deny the **residential customer's** request.
- ~~(2)~~(3) A **temporary suspension of actions** must be for at least 15 **business days**.
- ~~(3)~~(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 ~~(2)~~(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.

Legal counsel also suggests that clauses 4.2(2)(b) and 5.6(4) be amended as follows:

Clause 4.2(2)(b):

- (b) the assessment carried out ~~by the retailer~~ under clause 6.1 indicates to the **retailer**...

Clause 5.6(4):

- (4) If the **residential customer** has been assessed ~~by the retailer~~ as being in **financial hardship** pursuant to clause 6.1(1)...

Recommendation 30

Amend the Code as above in relation to financial hardship assessments.

9.3 Customers already assessed for financial hardship / payment difficulties

The ECCC considered the scenario of a customer receiving a financial hardship assessment by an independent financial counsellor or relevant consumer representative organisation prior to approaching the retailer. The ECCC considered the following:

- Is the retailer able to rely on the assessment performed by an independent financial counsellor or relevant consumer representative organisation for the purposes of clause 6.1 of the Code? Or does the retailer have to start the process from the beginning?
- It is appropriate for the Code to prescribe processes to this level of detail?

Question 7

Should amendments be made to the Code to allow for a situation where a customer has been assessed by an independent financial counsellor or relevant consumer representative organisation before approaching the retailer?

9.4 Financial hardship and payment difficulties records

Under clause 6.1, a retailer is required to assess whether a customer is experiencing payment difficulties or financial hardship if a customer informs a retailer that they are experiencing payment problems.

The ECCC considered it would be useful information for the Authority, government departments and consumer groups if retailers were required to keep a record of the number of customers who have been assessed and found to be experiencing financial hardship, payment difficulties or neither (and the basis upon which these decisions were made), and report on the number of customers who have been assessed and found to be experiencing financial hardship, payment difficulties or neither.

The ECCC notes that if the ECCC decides to make a recommendation that the reporting indicators should be taken out of Part 13 (see Question 17), then the ECCC will need to separately write to the Authority requesting that the Reporting Manual include a requirement for retailers to record and report on assessments performed under clause 6.1.

Recommendation 31

Amend the Code to require retailers to keep a record of, and report on, the number of customers who have been assessed and found to be experiencing financial hardship, payment difficulties or neither (and the basis upon which these decisions were made).

9.5 Energy efficiency audits

Under clause 6.8, a retailer is required to provide certain information to customers who are experiencing financial hardship, including “energy efficiency information available to the customer, including the option to arrange for an energy efficiency audit” (clause 6.8(e)). In 2012, the state government closed the Hardship Efficiency Program (HEP) which offered the audits, therefore, this clause may need to be reviewed.

Recommendation 32

Amend clause 6.8(e) to reflect the fact that free energy efficiency audits are no longer available as the HEP has been closed.

9.6 Financial Hardship Policies

9.6.1 Content requirements

Clause 6.10 sets out the obligation for a retailer to develop a hardship policy. In particular, clause 6.10(2) sets out the requirements for the policy itself, as follows:

- (2) The hardship policy 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 with **customers** consistently with the obligation in subclause (c);

- (c) ensure that **customers experiencing financial hardship** are treated sensitively and respectfully; and
- (d) include guidelines –
 - (i) that –
 - (A) ensure ongoing consultation with **relevant consumer representative organisations** (including the provision of a direct **telephone** number of the **retailer's** credit management staff, if applicable, to financial counsellors and **relevant consumer representative organisations**); and
 - (B) provide for annual review of the hardship policy in consultation with **relevant consumer representative organisations**;
 - (ii) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;
 - (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.

The ECCC considered whether all or part of clause 6.10(2) could become general requirements, so that the policy itself only contains information that is of interest to customers. For example, while clause 6.10(2)(b) requires a hardship policy to provide for the training of staff on issues related to financial hardship, this is not something that necessarily needs to appear in the policy.

The content requirements for hardship policies could then either be specified in a new subclause or in the Authority's Financial Hardship Policy Guidelines. Content requirements could possibly include the following:

- a statement encouraging customers to contact their retailer if a customer is having trouble paying the retailer's bill.
- a statement advising that the retailer will treat all customers sensitively and respectfully;
- an objective set of hardship indicators
- an overview of the assistance available to customers in financial hardship in accordance with Part 6 of the Energy Codes
- an overview of any concessions and grants that may be available to its customers.

Clause 6.10(2) could become general requirements rather than content requirements, for example as follows:

The **retailer** must:

- (a) develop its hardship policy in consultation with **relevant consumer representative organisations**;
- (b) provide training for staff
 - including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship**, energy efficiency auditors and field officers;
 - on issues related to **financial hardship** and its impacts, and how to deal with **customers** consistently with the obligation in subclause (c);
- (c) ensure that **customers experiencing financial hardship** are treated sensitively and respectfully;
- (d) provide for annual review of the hardship policy in consultation with **relevant consumer representative organisations**;

The ECCC may decide that this clause should also specify that the retailer must develop guidelines regarding the requirements in subclauses 6.10(2)(d)(ii) – (v).

The ECCC also considered clause 6.10(3), which states that “A retailer must give residential customers, financial counsellors and relevant consumer representative organisations details of the hardship policy at no charge.” It is unclear what details the retailer has to provide. The ECCC considered whether the Code should instead specify that the retailer must provide a ‘copy of’ the policy. The clause may also benefit from the clarification that details of (or a copy of) must be provided *on request*.

Question 8

- A. Should the policy content requirements only require matters to be included which are directly relevant to customers?
- B. If so, should the other content requirements be moved to the Financial Hardship Policy Guidelines, or should they be retained in the Code as a requirement on retailers to provide supporting information on the implementation of their hardship policy to the Authority?
- C. Are there any other changes that should be made to hardship policy requirements?

Question 9

- A. Should the Code specify that a copy of the policy must be provided (as opposed to details of the policy)?
- B. If so, should the Code specify that a copy of the policy is only required to be provided upon request?

9.6.2 Comply with policy or ‘have regard to’?

When reviewing its policy, a retailer is required under clause 6.10(7) of the Code to ‘have regard to’ the Authority’s Financial Hardship Policy Guidelines (**Guidelines**). Under clause 6.10(8) the Authority must ‘examine’ whether the policy has been reviewed consistently with the Guidelines. The ECCC considered the difference between having ‘regard to’ and being ‘consistent with’ and whether or not clause 6.10(7) should be amended to require a retailer’s review of its hardship policy to be consistent with the Guidelines.

Question 10

Should clause 6.10(7) be amended to require a retailer’s review of its hardship policy to be consistent with the Guidelines?

9.6.3 Non-compliance with FHP review requirements

The ECCC considered whether there is a lack of clarity in clause 6.10(8) about what happens if the Authority determines that a financial hardship policy has not been reviewed consistently with the Guidelines. For example, would this constitute a breach of the Code?

Question 11

Should clause 6.10(8) be amended to clarify the effect of non-compliance with the obligation to review hardship policies consistently with the Guidelines?

9.6.4 Assessment vs. approval

Clause 6.10(8) provides for the Authority to assess financial hardship policies submitted by retailers. The ECCC considered whether this role should remain as an assessment role or whether it should be altered to an approval role.

Relevantly, in the NECF (s.43 of the *National Energy Retail Law (South Australia) Act 2011*), the Australian Energy Regulator approves retailer hardship policies. It is important to note, however, that under the NECF there is no (annual) review requirement. Only the initial hardship policy, and any amendments to the policy, are subject to approval.

Question 12

Should financial hardship policies be required to be approved instead of assessed?

9.6.5 Special information needs

Clause 10.11 requires the inclusion of information regarding TTY and multi-lingual services on the bill, reminder notice and disconnection warning as follows:

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 appropriate, a **distributor** must include in relation to **residential customers** –
 - (a) the **telephone** number for their **TTY** services;
 - (b) the **telephone** number for independent multi-lingual services; and
 - (c) the **National Interpreter Symbol** with the words “Interpreter Services”,
 on the –
 - (d) bill and bill related information (including, for example, the notice referred to in clause 4.2(5) and statements relating to an **instalment plan**);
 - (e) **reminder notice**; and
 - (f) **disconnection warning**.

The ECCC considers it is appropriate for this information to also be included in financial hardship policies. The ECCC agreed, however, that the requirement should appear in clause 6.10 (which sets out the other requirements for financial hardship policies) rather than clause 10.11.

Legal counsel has suggested adding a new subclause to clause 6.10 as follows:

6.10 Pre-payment meters

[...]

- (2) The hardship policy must –
[...]

(d) 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

Recommendation 33

Amend clause 6.10 to specify that information regarding TTY and multi-lingual services are to be included in a financial hardship policy.

10 Part 7 - Disconnection

10.1 Minimum amount owing

Clause 7.2(2) states:

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.

To date, the Authority has not approved a minimum amount as per this clause.

The Australian Energy Regulator (**AER**), on 1 July 2012, introduced an amount \$300 below which disconnection for non-payment of a bill cannot occur. This amount applies to both electricity and gas and across all States and Territories that are applying the Retail Law and Rules (**NECF**). The ECCC considered whether a minimum amount should be set.

Question 13

- A. Should the Authority set a minimum amount?
- B. If so, what should the minimum amount be?

10.2 Emergency number at the cost of a local call

Clause 7.5(a) (Disconnections for emergencies – general requirements) requires a distributor to provide a 24 hour emergency line at the cost of a local call. The ECCC understands that distributors are unable to comply with this clause if a customer calls the number using a mobile phone.

In April 2012, the Australian Communications & Media Authority (**ACMA**) made an in-principle decision to put in place new arrangements so that from 1 January 2015, calls to 1800/13 numbers from mobile phones will be free or the cost of a local call. The ACMA is currently considering public submissions it received on the issue from consultation in June 2013.

Given it is not currently possible for licensees to comply with this clause if a customer calls the emergency line using a mobile phone, the ECCC considered the clause should be amended to exclude mobile phones.

Recommendation 34

Amend clause 7.5(a) to specify that the requirement does not apply to calls from mobile phones.

10.3 Limitations on Disconnection

Clause 7.6 sets out the general limitations on disconnections as follows:

7.6 General limitations on disconnection

Except if disconnection—

- (a) was requested by the customer; or
- (b) occurred for emergency reasons,

a retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address—

- (c) where the customer has made a complaint, directly related to the reason for the proposed disconnection, to the retailer, distributor, electricity ombudsman or another external dispute resolution body and the complaint remains unresolved;
- (d) after 3.00 pm Monday to Thursday;
- (e) after 12.00 noon on a Friday; and
- (f) on a Saturday, Sunday, public holiday or on the business day before a public holiday,

unless—

- (g) the customer is a business customer; and
- (h) the business customer's normal trading hours—
 - (i) fall within the time frames set out in paragraphs (d), (e) or (f); and
 - (ii) do not fall within any other time period; and
- (i) it is not practicable for the retailer or distributor to arrange for disconnection at any other time.

As this clause is currently drafted, both a retailer and distributor would be in breach of the Code in the situation where a retailer requested a distributor to disconnect a customer, but the customer had an unresolved complaint lodged with the Ombudsman. The ECCC considered whether it is appropriate for a distributor to be in breach in such a scenario.

The Code could be amended so that a retailer and distributor would only be precluded from disconnecting a customer's supply address if they have prior knowledge that the customer had made a complaint to the retailer or distributor (as applicable) or the Energy Ombudsman.

Question 14

Should clause 7.6 be amended to include a requirement for the retailer or distributor to have prior knowledge that the customer has made a complaint to the retailer or distributor (as applicable) or the Energy Ombudsman?

The ECCC also considered whether the word 'and' at the end of subclause 7.6(e) should be changed to 'or' and whether the word 'or' should be added to the end of subclauses 7.6(c) and 7.6(d). This would clarify that a retailer or distributor can be in breach of an individual subclause – not all of the subclauses need to have been breached.

Recommendation 35

Amend the word 'and' at the end of subclause 7.6(e) to 'or' and add the word 'or' to the end of subclauses 7.6(c) and (d).

10.4 Life support

10.5 Timing of life support application

The ECCC notes that clause 7.7(2)(b)(ii) does not permit a life support application to be submitted earlier than the next day once the retailer has received notification from a customer that they require life support equipment. Clause 7.7(2)(b)(ii) reads:

7.7 Life Support

- (2) If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer** of a change of the **customer's supply address**, contact details, **life support equipment**

- or that the **customer's supply address** no longer requires registration as a **life support equipment** address, the **retailer** must –
- (a) register the change of details;
 - (b) 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) the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
 - (c) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

To amend this unintended consequence, the words “by no later than” could be inserted at the commencement of clause 7.7(2)(b)(ii). The same scenario exists in clause 7.7(1)(c)(ii).

Recommendation 36

Insert the words “by no later than” at the commencement of clause 7.7(1)(c)(ii) and 7.7(2)(b)(ii).

10.5.1 Electronic acknowledgement by life support customers

Clause 7.7(3)(d) requires a distributor to use best endeavours to obtain verbal or written acknowledgement from a customer, or someone residing at the supply address, that a notice of a planned interruption has been received. Clause 7.7(3)(d) is as follows:

- (3) Where 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 –
 - [...]
 - (d) prior to any planned **interruption**, provide at least 3 **business days** written notice to the **customer's supply address** (the 3 days to be counted from the **date of receipt** of the notice), and use best endeavours to obtain verbal or written acknowledgement from the **customer** or someone residing at the **supply address** that the notice has been received.

The ECCC considered that it would be beneficial to customers and industry to allow a customer's acknowledgement to be provided electronically (e.g. via email or text).

Recommendation 37

Amend the Code to allow customers to be able to provide the acknowledgement required under clause 7.7(3)(d) by electronic means such as text and email.

10.5.2 No contact requested by life support customers

In relation to the confirmation required from a customer under clause 7.7(3)(d), the ECCC notes that some customers have been requesting their distributor not to contact them to seek this confirmation. As the Code is presently drafted, customers are not able to give their consent to not be contacted. The ECCC considered whether or not it is appropriate that a customer should be able to ‘opt out’ of having to provide this confirmation.

Question 15

Should customers be able to 'opt out' of having to provide the confirmation under clause 7.7(3)(d)?

10.5.3 Where notice of interruption has already been provided

As the Code is presently drafted, there is an inconsistency between clauses 7.7(3)(d) and 7.7(4). Under clause 7.7(3)(d), a distributor can seek the necessary confirmation from "the customer or someone residing at the supply address. Under clause 7.7(4), the distributor must try and contact the customer prior to the planned interruption (i.e. there is no option for the distributor to contact 'someone residing at the supply address'.

7.7(4) reads as follows:

- (4) Where the **distributor** has –
- (a) already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address**; and
 - (b) has been informed by a **retailer** under subclause 7.7(1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**,
- the **distributor** must use best endeavours to **contact** that **customer** prior to the planned **interruption**.

The ECCC considered it to be appropriate for the words "*or someone residing at the supply address*" be added to clause 7.7(4) to make it consistent with clause 7.7(3)(d).

Recommendation 38

Insert the words "*or someone residing at the supply address*" into clause 7.7(4).

11 Part 9 – Pre-payment meters (PPMs)

11.1 PPMs - general

Part 9 of the Code sets out the requirements for PPMs. These requirements include the technical features of the PPMs that provide specific protections and entitlements to customers.

The PPM must show the up-to-date positive or negative account balance and whether it is operating in normal or emergency credit mode. The PPM service must disconnect only at specified days and times. The PPM must be capable of reporting back to the retailer information about disconnections and must be able to re-commence supply as soon as a payment is received into the account.

At present, no retailer has been able to source a model of PPM that, along with its back-office support, complies with the current Code's technical requirements.

Comparison with smart meters now in use

The ECCC made a preliminary comparison between the technical requirements for PPMs in the current Code and the specifications of smart meters now being used in the Perth Solar City trial. The aim of the comparison was to see whether, in theory, the smart meters could be converted to operate as pre-payment meters. Overall, the investigation showed that the smart meters do not meet the Code requirements, particularly the capability to provide a positive or negative financial balance, to operate in normal or emergency credit and to give information about disconnections and to restore supply after a payment to the account. For these requirements to be met, there would have to be "back office" changes and possible firmware changes to the meters.

Comparison with NECF

The above technical requirements of the PPM are generally mirrored in the NECF. The NECF has an additional obligation that the PPM must display the current consumption information in both kWh or MJ and dollars (regulation 129). Under both jurisdictions, the PPM must be able to disconnect only at certain times and days, although there are minor differences in the detail of when. Both require the PPM to be capable of reporting back to the retailer information about disconnections and must be able to re-commence supply as soon as a payment is received into the account.

Attachment 4 shows a comparison between the Code's PPM requirements and those in the NECF¹¹. Please note the comparison table does not capture the reverse cross-check (NECF provisions that have no equivalent in the Code), apart from the occasional relevant note.

¹¹ The NECF comprises the provision of the National Energy Retail Law (NERL) and the National Energy Retail Rules (NERR).

Customer preferences

The ECCC understands that PPMs are the preferred type of meter in many regional and remote communities in WA. Residents of these communities have limited ability to manage credit accounts. Where customers have neither credit cards or the internet, there may be no method of paying an account. The existing card-type PPM has proven popular, and has caused fewer disconnections than credit accounts.

The current grandfathering provisions within the Code mean that a PPM meter that has been damaged or destroyed cannot be replaced. This is because, when a previously grandfathered PPM “is upgraded or modified for any reason (other than the initial installation)”, it must comply with the requirements of Part 9 of the Code (and as mentioned above, a Code compliant PPM is yet to be sourced). This is causing frustration for some residents who want to continue using a PPM after theirs has been damaged or destroyed but discover they have to return to using a regular credit meter.

The current grandfathering provisions have also led to the problem that in some communities there are customers who have PPMs and others who are on regular credit meters. This has occurred in communities that have expanded since the grandfathering restrictions came into being. Even if a resident wants to have a PPM, the Code prevents them from having one. This situation is seen to create inequity in communities.

In light of this information, the ECCC considered whether the PPM requirements are still appropriate or are having the unintended and unwanted consequence.

Question 16

Are there any PPM requirements that should be amended in the Code?

11.2 PPMs and life support equipment

Clause 9.5 sets out requirements and restrictions for PPM services in relation to customers who use life support equipment. The ECCC noted the concern expressed by some industry representatives that the absence of any reference to clause 7.7 within clause 9.5 means that a PPM customer or prospective PPM customer may be able to claim the status of being a life support customer without meeting the medical certification requirements set out in clause 7.7. The ECCC agreed to amend the clause to remove this doubt.

Legal counsel suggests that clause 9.5 be amended as follows:

9.5 Life support equipment

- (4) ~~If a pre-payment meter 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 A retailer must not provide a pre-payment meter service at the customer's supply address and of a residential customer if the residential customer, or a person residing at the residential customer's supply address, requires life support equipment.~~
- (2) (1) ~~If a pre-payment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must, or must immediately arrange to –~~
[...]

Recommendation 39

Amend clause 9.5 as suggested by legal counsel.

11.3 PPM reversion and life support equipment

Clause 9.5(3) sets out the timeframes within which a distributor must revert a PPM upon request by a retailer following a customer notifying the retailer that they depend on life support equipment. The clause reads:

Clause 9.5(3)

If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (2), the **distributor** must revert the **pre-payment meter** at the **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 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**.

Horizon Power expressed its concern that in areas where road access may hinder or prevent access, such as Kalumburu, Yungngora, Ardyaloon and Beagle Bay, compliance with the 5 and 6 business day timeframes in clause 9.5(3)(b) could require chartering a plane, typically at the expense of around \$5,000.

The ECCC agreed to amend the time limits for satisfying the reversion obligations in regional areas to 10 business days.

Recommendation 40

Amend the timeframes in subclauses 9.5(3)(b) from 5 and 6 business days to 9 and 10 business days respectively.

11.4 Duplication of requirements

Clauses 9.6(c)(i) and (ii) appear to be saying the same thing. Clause 9.6(c) reads:

9.6 Requirements for pre-payment meters

A retailer must ensure that a pre-payment meter service -

[...]

- (c) is capable of recommending supply and supply is recommended -
 - (i) as soon as information is communicated to the pre-payment meter that a payment to the account has been made; and
 - (ii) as soon as possible after payment to the account has been made.

The ECCC agreed to remove the redundancy by deleting clause 9.6(c)(ii).

Recommendation 41

Delete clause 9.6(c)(ii) .

11.5 PPMs and debt recovery

Concern was expressed that the current debt provisions can put PPM customers into a 'debt trap' which can lead to more frequent disconnections. The credit retrieval, overcharging and undercharging provisions for PPMs are set out in clause 9.10. The debt recovery provisions are set out in clause 9.11 as follows:

Clause 9.11.

Where a *customer* owes a debt to a *retailer*, the *retailer* may only adjust the tariff payable by a *pre-payment meter customer* to recover any amount owing at a maximum of \$10 on the first day and then at a rate of no more than \$2 per day thereafter, unless otherwise authorised by an applicable law.

The ECCC considered analysis conducted by industry that showed various scenarios of usage payments and debt recovery patterns for PPMs under the Code. The analysis appeared to confirm that the debt recovery provisions of clause 9.11 result in a high number of disconnections.

In its 2011 review of the Code, the ECCC considered the matter of debt trap. To avoid this situation, it recommended that the provision be added to clause 9.11 to allow a retailer to recover an amount owing by an initial maximum of \$10.

The ECCC has agreed that this addition has not rectified the issue of debt and recommends that clause 9.11 be deleted.

Recommendation 42

Delete clause 9.11.

11.6 Incorrect clause reference

Clause 9.13(2) makes reference to clauses 9.7(1)(a) and 9.12. The ECCC noted that these references are incorrect as a result of not being updated following changes to Part 9 following the 2011 Code review. The ECCC recommends that these clause references be updated to 9.6(a) and 9.11.

NOTE: If the ECCC decides to recommend to the Authority that clause 9.11 should be deleted (see Recommendation 42) the reference to clause 9.11 within clause 9.13(2) will need to be deleted.

Recommendation 43

Amend the reference to clauses '9.7(1)(a) and 9.12' in clause 9.13(2) to clauses '9.6(a) and 9.11'.

12 Part 12 – Complaints and dispute resolution

12.1 Complaints and marketing

Clause 12.1(2)(c) states that a complaints handling process must “detail how the retailer will handle complaints about the retailer or marketing”.

In addition to complaints about the retailer and marketing, the ECCC considers this clause should also include complaints about electricity marketing agents. An ‘electricity marketing agent’ is defined in clause 1.5 of the Code.

Recommendation 44

Amend clause 12.1(2)(c) to include complaints about electricity marketing agents.

13 Part 13 – Record keeping

13.1 Format of Part 13

Part 13 of the Code sets out the record keeping and reporting requirements for retailers and distributors. The ECCC considered whether there is duplication of reporting requirements under the Code and electricity licences. Clause 16.1 of electricity licences states:

The *licensee* must provide to the *Authority* any information that the *Authority* may require in connection with its functions under the *Act* in the time, manner and form specified by the *Authority*.

The Authority's Electricity Compliance Reporting Manual (**Reporting Manual**)¹² includes a set of tables that retailers and distributors are required to complete each year. The tables incorporate all of the data records that are currently included in Part 13 of the Code, as well as data that is required under other regulatory instruments. Each year, the Authority publishes a set of datasheets that enable retailers and distributors to provide to the Authority the data required under the Reporting Manual. The Authority also publishes separate handbooks that provide guidance to retailers and distributors on how to complete the datasheets.

The ECCC considered whether the requirement for each retailer and distributor to prepare and publish a report setting out the information currently required under Part 13 of the Code be moved to the Reporting Manual. The Reporting Manual could include pro-forma report templates for retailers and distributors to complete at the same time as they prepare the datasheets. Under this proposal, the obligations to provide a copy of the report to the Authority and the Minister for Energy (Part 13.17(3)), and to publish a report by 1 October each year would also be moved to the Reporting Manual. The advantage of this approach is that retailers and distributors can complete the datasheets and the report at the same time, and with the same source data. The completed datasheets and report can then be provided to the Authority together, with a copy of the report being provided to the Minister at the same time.

Question 17

Should the reporting indicators of Part 13 be removed from the Code?

13.2 Capturing the number of events

The ECCC considered whether reporting requirements should be capturing the number of events, rather than the number of accounts. For example, clause 13.2(a)(v) requires a retailer to keep a record of the total number of, and percentage of, its residential customer accounts that have been disconnected for failure to pay a bill. In the instance of a customer being disconnected twice in one year, this indicator count would be '1'. It may be more useful to capture the number of events (i.e. how many times a customer has been disconnected for failure to pay a bill - in this instance, '2' events).

¹² The Electricity Compliance Reporting Manual is available on the Authority's website at <http://www.erawa.com.au/licensing/electricity-licensing/regulatory-guidelines/>

The ECCC notes that this recommendation (Recommendation 45) will be redundant if the Authority takes the reporting indicators out of Part 13 (see Question 17).

Recommendation 45

Change reporting requirements to capture the number of events as opposed to the number of accounts.

13.3 Complaints definitions

The reporting clauses (in Part 13 of the Code) refer to complaints being “concluded” whereas the service standard payment clauses (in Part 14 of the Code) refer to complaints being “responded to”. Other clauses refer to complaints being “resolved” or “unresolved”.

Instances of the words **respond/responding**, **resolved/unresolved** and **concluded** in the Code have been identified as follows:

“**other complaints**” includes poor service, privacy consideration, failure to **respond** to **complaints**, and health and safety issues.

5.6 Late payments

(1) A **retailer** must not charge a **residential customer** a late payment fee if—

[...]

(c) 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** remains **unresolved** or is upheld. If the **complaint** is **resolved** in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman’s** decision; or

7.6 General limitations on disconnection

Except if **disconnection**—

[...]

a **retailer** or a **distributor** must not arrange for **disconnection** or **disconnect** a **customer’s supply address**—

(c) where the **customer** has made a **complaint**, directly related to the reason for the proposed **disconnection**, to the **retailer**, **distributor**, **electricity ombudsman** or another external dispute resolution body and the **complaint** remains **unresolved**;

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) [...]

(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 **customer**, advise the **customer**—

13.3 Customer complaints

(1) A **retailer** must keep a record of—

[...]

(d) the time taken for the **complaint** to be **concluded**;

(e) the percentage of **complaints** from **residential customers** **concluded** within 15 **business days** and 20 **business days**; and

(f) the percentage of **complaints** from **business customers** **concluded** within 15 **business days** and 20 **business days**.

13.7 Pre-payment meters

(1) A **retailer** must keep a record of—

[...]

(d) the time taken for the **complaint** to be **concluded**;

(e) the percentage of **complaints** from **pre-payment meter customers** other than those **complaints** specified in clause 13.13(1)(a) **concluded** within 15 **business days** and 20 **business days**;

13.10 Customer complaints

(1) A **distributor** must keep a record of—
[...]

(d) the time taken for the appropriate procedures for dealing with the **complaint** (excluding **quality and reliability complaints**) to be **concluded**; and

(e) the percentage of **customer complaints concluded** within 15 **business days** and 20 **business days**.

13.13 Pre-payment meters

(1) A **distributor** must keep a record of—
[...]

(c) the time taken for the appropriate procedures for dealing with the **complaint** to be **concluded**; and

(d) the percentage of **complaints** relating to the installation and operation of a **pre-payment meter** at a **customer's supply address concluded** within 15 **business days** and 20 **business days**.

14.3 Customer service

(1) Upon receipt of a written query or **complaint** by a **customer**, a **retailer** must—

(a) acknowledge the query or **complaint** within 10 **business days**; and

(b) **respond** to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.

(2) Subject to clause 14.6, if a **retailer** fails to acknowledge or **respond** to a query or **complaint** within the time frames prescribed under subclause (1), the **retailer** must pay to the **customer** \$20.

14.4 Customer service

(1) Upon receipt of a written query or **complaint** by a **customer**, a **distributor** must—

(a) acknowledge the query or **complaint** within 10 **business days**; and

(b) **respond** to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.

(2) Subject to clause 14.6, if a **distributor** fails to acknowledge or **respond** to a query or **complaint** within the time frames prescribed under subclause (1), the **distributor** must pay to the **customer** \$20.

The ECCC agreed there is value in using consistent terminology for actions which the retailer and distributor must take when a customer complains. There is also value in defining the terms used in these clauses.

The ECCC agreed that the terms “concluded” and “resolved” are both used to describe the end of a complaint process. “Concluded” should be replaced in each instance by “resolved” in the above clauses. The term “resolved” should be defined.

The ECCC agreed that the term “resolve” should be defined using the principles of Australian Standard AS ISO 10002-2006¹³. This principle makes clear that a complaint can be resolved, even if it has not been to the customer’s satisfaction, provided all of the processes in the organisation have been exhausted. Clause 12.1(2)(a) of the Code requires a retailer’s or distributor’s complaints handling process to comply with Australian Standard AS ISO 10002-2006.

The proposed definition is:

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

¹³ Australian Standard: Customer Satisfaction – Guidelines for complaints handling in organizations.

particular circumstances of the **complaint**, has used all reasonable steps to ensure the best possible approach to addressing the **complaint**.

The above definition of ‘resolved’ only refers to the handling of complaints by a retailer or a distributor – it does not apply to complaints made to the electricity ombudsman or another external dispute resolution body. Clause 5.6(c) and 7.6(c) both refer to the electricity ombudsman and clause 7.6(c) refers to ‘another external dispute resolution body’. Therefore, following the creation of the definition of ‘resolved’, further amendments are required to clause 5.6(c) and 7.6(c). Legal counsel suggested clauses 5.6(c) and 7.6(c) can be amended as follows:

5.6 Late payments

A **retailer** must not charge a **residential customer** a late payment fee if –
[...]

- (c) 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 remains is not ~~unresolved~~ 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 resolved 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

7.6 General limitations on disconnection

Except if **disconnection** –
[...]

a **retailer** or a **distributor** must not arrange for **disconnection** or **disconnect a customer’s supply address** –

- (c) where the **customer** has made a **complaint**, directly related to the reason for the proposed **disconnection**, to the **retailer, distributor, electricity ombudsman** or another external dispute resolution body and the **complaint remains is not ~~unresolved~~ by the retailer or distributor or determined by the electricity ombudsman or external dispute resolution body; or**

Recommendation 46

Insert a definition of ‘resolved’ as follows:

‘Resolved’ means the decision or determination made by the licensee with respect to the complaint, where the licensee, 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.

Recommendation 47

Replace references to ‘concluded’ with ‘resolved’.

The ECCC notes that Recommendation 47 will be redundant if the Authority takes the reporting indicators out of Part 13 (see Question 17).

Recommendation 48

Amend clauses 5.6 and 7.6 to allow for the situation where a complaint has been made to the Ombudsman or external dispute resolution body.

Recommendation 49

Delete the reference to ‘query’ in clauses 14.3 and 14.4.

13.4 Categorisation of late bills

Clause 4.1 states that a customer must be issued with a bill no more than once a month and no less than once every three months, unless an exception applies, as follows:

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**.

Clause 13.2(a)(i) requires a retailer to report on bills that were sent outside these timeframes and categorise them as follows:

13.2 Affordability and access

A retailer must keep a record of –

- (a) the total number of, and percentage of, its residential customer accounts that -
 - (i) have been issued with a bill outside the timeframes prescribed in clause 4.1, categorised according to circumstances where the delay is due to fault on the part of the retailer; due to the retailer not receiving the required metering data from the distributor in accordance with clause 4.1(b)(ii); and due to the actions of the customer in accordance with clause 4.1(b)(iii);

From a technical point of view, the circumstances listed in clause 13.2(a)(i) fall within the exceptions in clause 4.1, therefore the timeframes prescribed in clause 4.1 would not apply. The ECCC considered amending clause 13.2(a)(i) as follows so that it is clear what retailers are required to report on.

13.2 Affordability and access

A retailer must keep a record of –

- (a) the total number of, and percentage of, its **residential customer accounts** that –
 - (i) have been issued with a bill less than 1 month since the preceding bill where subclauses 4.1(a)(i) and 4.1(a)(ii) do not apply;
 - (ii) have been issued with a bill more than 3 months since the preceding bill without the **residential customer's verifiable consent**, categorised according to the circumstances where the delay in issuing the bill was due to –
 - (A) fault on the part of the **retailer**;
 - (B) the **retailer** not receiving the required metering data from the **distributor** in accordance with clause 4.1(b)(ii); or
 - (C) the actions of the **customer** in accordance with clause 4.1(b)(iii).

Recommendation 50

Amend clause 13.2(a)(i) as specified above in order to clarify the reporting requirements.

13.5 Shortened billing cycles

Clause 13.2(a)(iv) reads:

A retailer must keep a record of the total number of, and percentage of, its residential customer accounts that have been placed on a shortened billing cycle under Part 6;

There is no reference to shortened billing cycles in Part 6. The ECCC considered whether this clause should instead make reference to Part 4, and in particular clause 4.1(a)(ii). Clause 4.1(a)(ii) reads as follows:

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
 - [...]

The ECCC notes that this recommendation will be redundant if the Authority takes the reporting indicators out of Part 13 (see Question 17).

Recommendation 51

Amend the reference to 'Part 6' in clause 13.2(a)(iv) to 'clause 4.1(a)(ii)'.

13.6 Wording consistency

Clauses 13.2(a)(ix) and 13.2(b)(vi) both deal with reconnection, and ideally should have consistent wording.

Clause 13.2(a)(ix) reads as follows:

the retailer has requested to be reconnected, pursuant to clause 8.1(1)(a), at the same supply address and in the same name within 7 days of requesting the residential customer account to be disconnected under subclause (v) [our emphasis];

Clause 13.2(b)(vi) reads as follows:

the retailer has requested to be reconnected, pursuant to clause 8.1(1)(a), at the same supply address and in the same name within 7 days of requesting the business customer account to be disconnected under clauses 7.1 to 7.3 [our emphasis];

The ECCC considered whether clause 13.2(b)(vi) should be amended to refer to subclause 13.2(b)(v) instead of clauses 7.1 and 7.3 so that it is consistent with clause 13.2(a)(ix).

Recommendation 52

Amend clause 13.2(b)(vi) to refer to subclause 13.2(b)(v) instead of clauses 7.1 and 7.3.

13.7 ‘Customer’ vs ‘pre-payment meter customer’

Clauses 13.7(1)(f), (g) and (h) refer to customers who are reverting to a standard meter after having a pre-payment meter service, as follows:

13.7 Pre-payment meters

- (1) A **retailer** must keep a record of –
- [...]
- (f) the total number of **customers** who have reverted to a standard **meter** 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**;
 - (g) the total number of **customers** who have reverted to a standard **meter** in the 3 month period immediately following the expiry of the period referred to in subclause (f);
 - (h) the total number of **customers** who have reverted to a standard **meter**;

For the purpose of clarity, the ECCC considered that the reference to “customers” in these clauses should specify that they were previously pre-payment meter customers. The amended clause would read as follows:

13.7 Pre-payment meters

- (1) A **retailer** must keep a record of –
- [...]
- (f) the total number of **customers** who were pre-payment meter customers who have reverted to a standard **meter** 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**;
 - (g) the total number of **customers** who were pre-payment meter customers who have reverted to a standard **meter** in the 3 month period immediately following the expiry of the period referred to in subclause (f);
 - (h) the total number of **customers** who were pre-payment meter customers who have reverted to a standard **meter**;

Recommendation 53

Insert the words ‘who were **pre-payment meter customers**’ after the term ‘**customers**’ in clauses 13.7(1)(f), (g) and (h).

14 Part 14 – Service standard payments (SSPs)

14.1 SSPs references to obligations

The ECCC noted that the obligation to respond to a customer's query or complaint is detailed in Part 14 (service standard payments) and not part 12 (complaints and dispute resolution). For greater transparency, the ECCC believes the compliance obligation should appear in Part 12 instead of Part 14, which would mean Part 14 only sets out the service standard payment. This would be consistent with the other clauses of Part 14, where the compliance obligation is set out elsewhere in the Code. For example, clause 14.1 sets out the SSP where connections are not performed within specified timeframes, with the timeframes being set out in Part 8 (Reconnection) of the Code.

Legal Counsel has suggested that the timeframes for dealing with queries and complaints contained in clauses 14.3(1) and 14.4(1) can be moved to clause 12.1, by inserting a new subclause (4) as follows:

12.1 Obligation to establish complaints handling process

[...]

- (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**

and by deleting subclauses 14.3(1) and 14.4(1) and amending 14.3(2) and 14.4(2) as follows:

14.3 Customer service

- ~~(1) Upon receipt of a written query or **complaint** by a **customer**, a **retailer** must –~~
- ~~(a) acknowledge the query or **complaint** within 10 **business days**; and~~
 - ~~(b) respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.~~
- ~~(2) (1) Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a query or **complaint** within the time frames prescribed ~~under in~~ subclause ~~(1)~~12.1(4), the **retailer** must pay to the **customer** \$20.~~
- ~~(3) (2) The **retailer** will only be liable to make 1 payment of \$20, pursuant to subclause (1) (2), for each written query or **complaint**.~~

And:

14.4 Customer service

- ~~(1) Upon receipt of a written query or **complaint** by a **customer**, a **distributor** must –~~
- ~~(a) acknowledge the query or **complaint** within 10 **business days**; and~~
 - ~~(b) respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.~~
- ~~(2) (1) Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a query or **complaint** within the time frames prescribed ~~under in~~ subclause ~~(1)~~12.1(4), the **distributor** must pay to the **customer** \$20.~~
- ~~(3) (2) The **distributor** will only be liable to make 1 payment of \$20, pursuant to subclause (1) (2), for each written query or **complaint**.~~

NOTE: If Recommendation 49 is accepted, the word 'query' in the above two clauses will be deleted.

Recommendation 54

Create a new subclause 12.1(4).

Recommendation 55

Delete subclauses 14.3(1) and 14.4(1) and amend 14.3(2) and 14.4(2) as suggested by legal counsel.

ATTACHMENTS

Attachment 1 – Mark-up of Code showing recommendations

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to Small Use Customers ~~2012~~2014***
***(incorporating the Code of Conduct for the Supply of Electricity to
Small Use Customers Amendment Instrument 2013)***

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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* ~~2012~~2014.

1.2 Authority

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

1.3 Commencement

- (1) 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 an 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 2010.

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

- (a) within the Perth Metropolitan Area, a specialist medical practitioner or 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 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/credit complaints**” includes [complaints related to](#) billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, **disconnection** and **reconnection**, and restriction due to billing discrepancy.

“**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 customer account**” means an account for which a **customer** is eligible to receive a tariff other than a tariff for the supply of electricity for residential purposes.

“**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* as ~~repealed and replaced~~ amended by the **Authority** pursuant to section 79 of the **Act**.

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

“**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** 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 ~~of 10 days commencing on and including the day on which the contract is made.~~

“**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.

“**date of receipt**”, in relation to a notice (including a **disconnection warning**), means –

- (a) in the case of –
 - (i) verbal communication, at the time of that communication;

- (ii) hand delivery, on the date of delivery;
 - (iii) facsimile or email, on the date on which the sender's facsimile or email facilities recorded that the facsimile or email was successfully transmitted; and
 - (iv) post, on the second **business day** after posting; and
- (b) if received after 5:00pm or on a day other than a **business day**, on the next **business day**.

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

“**direct debit arrangement**” means an arrangement 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.

“**direct debit plans terminated**” means a direct debit plan terminated as a result of a default or non payment in 2 or more successive payment periods.

“**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** ~~the holder of a retail licence or an integrated regional licence~~ –
 - (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;
- (c) a representative, agent or employee of a person referred to in subclause (a) or (b); or

(d) not 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 Retail Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.

“**electronic means**” means the internet, email, facsimile 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**.

“**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** for the **customer** to pay arrears or in advance and continued usage on ~~their~~**its** account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account ~~their~~**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.

“**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 complaints” includes [complaints related to](#) advertising campaigns, **contract** terms, sales techniques and misleading conduct.

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

“meter” has the meaning given to that term 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 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**.

“not provided on or before the agreed date” includes **connections** not provided within any regulated time limit and **connections** not provided by the date agreed with a **customer**.

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

“other complaints” includes [complaints related to](#) poor service, privacy consideration, failure to respond to **complaints**, and health and safety issues.

- “**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(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*.
- “**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.
- “**quality and reliability complaints**” means a complaint as defined in Schedule 1 of the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.
- “**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*.
- “**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 may reasonably be expected to represent the interests of *residential customers* who are experiencing *payment difficulties* or *financial hardship*.
- “**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 customer account**” means an account with a **retailer** for which a **customer** is eligible to receive a supply of electricity solely for residential purposes.

“**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.

“**transfer complaints**” includes complaints related to failure to transfer **customer** within a certain time period, disruption of supply due to transfer and billing problems directly associated with the transfer (e.g., delay in billing, double billing).

“**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.

“**within the prescribed timeframe**” means any applicable regulated time limit for **reconnections**.

1.6 Application

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

- ~~(a)~~ **customers**;
- ~~(b)~~ (a) **retailers**;
- ~~(c)~~ (b) **distributors**; and
- ~~(d)~~ (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 ~~Australian Consumer Law (WA)~~ [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 -
 - (iii) a copy of the **Code**; and
 - (iv) 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 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 **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.

2.2 — Entering into contracts

- ~~(1) — An **electricity marketing agent** must, in the course of arranging a **non-standard contract** other than in accordance with subclause (2), ensure that the **contract** is signed by the **customer**.~~

~~[Note: Under the *Electronic Transactions Act 2011*, any documents or signatures that must be provided under the *Code* may also be provided electronically (subject to the terms and conditions set out in the *Electronic Transactions Act 2011*).]~~

- ~~(2) — If a **customer** initiates a request to a **retailer** or **electricity marketing agent** for a **non-standard contract** the **contract** need not be signed but the **retailer** or **electricity marketing agent** must obtain and make a record of the **customer's verifiable consent** that the **contract** has been entered into.~~
- ~~(3) — A **standard form contract** need not be signed by the **customer** but the date of the **customer** entering into the **standard form contract** must be recorded by the **electricity marketing agent**.~~
- ~~(4) — The terms and conditions of a **standard form contract** must be made available to the **customer** on request at no charge.~~

- ~~(5) — Clauses 2.2(1) to (4) inclusive do not apply in relation to **contracts** that are **unsolicited consumer agreements**~~

~~Division 3 — Information to be provided to customers~~

~~2.3 — Information to be given before entering into a contract~~

- ~~(1) — Before arranging a **contract**, an **electricity marketing agent** must give a **customer** the following information—~~
- ~~(a) — if acting on behalf of **Electricity Retail Corporation** or **Regional Power Corporation**, that the **customer** is free to choose the **standard form contract** offered by the **retailer**;~~
 - ~~(b) — if acting on behalf of **Electricity Retail Corporation** or **Regional Power Corporation** and a **non-standard contract** is being offered to the **customer**, the difference between a **standard form contract** and a **non-standard contract**;~~
 - ~~(c) — how and when the terms of the **contract** will be given or made available to the **customer**; and~~
 - ~~(d) — that the **customer** is entitled to a written copy of the **contract** when requested.~~
- ~~(2) — For a **standard form contract** that is not an **unsolicited consumer agreement** or for a **non-standard contract** entered into in accordance with clause 2.2(2) above, the **electricity marketing agent** must obtain and make a record of the **customer's verifiable consent** that the information in subclause (1) has been given.~~
- ~~(3) — For a **standard form contract** that is an **unsolicited consumer agreement** or a **non-standard contract** entered into other than in accordance with clause 2.2(2) above, the **electricity marketing agent** must obtain the **customer's** written acknowledgement that the information in subclause (1) has been given.~~

~~2.4 — Information to be given at the time of or after entering into a contract~~

- ~~(1) — When a **customer** enters into a new **contract** that is not an **unsolicited consumer agreement** with a **retailer** or **electricity marketing agent**, the **retailer** or the **electricity marketing agent** must, at the time the **contract** is entered into, offer to give or make available to the **customer** a copy of the **contract**. If the **customer** accepts the offer, the **retailer** or **electricity marketing agent** must, at the time the **contract** is entered into, or as soon as possible thereafter, but no more than 28 days later, give or make available to the **customer** a copy of the **contract**.~~
- ~~(2) — A **retailer** or **electricity marketing agent** must give the following information to a **customer**—~~
- ~~(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**, **distributor** 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**;~~
 - ~~(i) general information on the safe use of electricity; and~~
 - ~~(j) for **contracts** that are not **unsolicited consumer agreements**, the details of any right the **customer** may have to rescind the **contract** during a **cooling-off period** and the charges that may apply if the **customer** rescinds the **contract**.~~
- ~~(3) Subject to subclause (4), the information in subclause (2) must be given—~~
- ~~(a) for a **standard form contract**, no later than with or on the **customer's** first bill; and~~
 - ~~(b) for a **non-standard form contract** or a **standard form contract** that is an **unsolicited consumer agreement**, before the **customer** has entered into the **contract** and the **electricity marketing agent** must obtain the **customer's** written acknowledgement that the information in subclause (2) has been given if requested by the **customer**, and if the **customer** has not previously been provided a written copy of the **contract**, a copy of the **contract** must be provided at no charge to the **customer**.~~
- ~~(4) Despite subclause (3), the **retailer** is not obliged to provide the information in subclause (2) to a **customer** if—~~
- ~~(a) the **retailer** has provided the information to that **customer** within the preceding 12 months; or~~
 - ~~(b) when the **retailer** is obliged to provide the information to the **customer** pursuant to subclause (3), the **retailer** informs the **customer** how the **customer** may obtain the information in subclause (2) and, if requested, gives the information to the **customer**.~~

Division 4-3 – Marketing Conduct

2.52.4 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) An **electricity marketing agent** must ensure that **non-standard contracts** that are not **unsolicited consumer agreements** are in writing.~~
- ~~(3)~~(2) A retailer or other party or electricity marketing agent must ensure that a **customer** is able to **contact** the retailer or electricity marketing agent ~~or other party~~ on the retailer's or electricity marketing agent's ~~or other party's~~ **telephone** number during the normal business hours of the retailer or electricity marketing agent ~~or other party~~ for the purposes of enquiries, verifications and **complaints**.

2.62.5 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 or other party on whose behalf the **contact** is being made; and
 - (b) 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) when negotiating a **contract** that is not an **unsolicited consumer agreement**, as soon as practicable, tell the **customer** the purpose of the **contact**,~~
 - ~~(b)~~(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 or other party on whose behalf the **contact** is being made; and
 - ~~(e)~~(b) as soon as practicable, 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 or other party on whose behalf the **contact** is being made;
 - (iv) the **complaints telephone** number of the retailer or other party on whose behalf the **contact** is being made; and
 - (v) the business address and Australian Business or Company Number of the retailer or other party on whose behalf the **contact** is being made.

~~(3) A **retailer** or other party must keep the following records each time it initiates **contact** with a **customer** for the purposes of **marketing** –~~

~~(a) the name of the **customer** and –~~

~~(i) if the **contact** was made by **telephone**, the **telephone** number;~~

~~(ii) if the **contact** was made at the **customer's premises**, the address of the **premises**; and~~

~~(iii) if the **contact** was made at a place other than the **customer's premises**, the details and address of the location.~~

~~(b) the name of the **electricity marketing agent** who made the **contact**; and~~

~~(c) the date and time of the **contact**.~~

~~Clause 2.5(3) does not apply where an **electricity marketing agent** **contacts** a **customer** in response to a **customer** request or query.~~

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 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**.

~~(4) –~~

Division 5-4 – 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 **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 ~~by the retailer~~ 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 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 –
 - (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 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 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 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 procedures referred to 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
 - (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;
- (h) the relevant 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) 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 **customer**;
- (m) the average daily cost of ~~electricity~~ **consumption including charges ancillary to the consumption of electricity**;
- (n) the average daily **consumption**;
- (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 **National Interpreter Symbol** with 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 not –
 - (a) indicative of the **customer's** actual **consumption**; or
 - (b) based upon a **meter** reading.
- (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

- (1) 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 **customer** agreed with the **retailer** that the **customer** will read the **meter** for the purpose of determining the amount due; or
 - (c) where the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code**.
- (2) Prior to a **customer** reading a **meter** under subclause (1)(b), the **retailer** must give the **customer** information that explains in clear, simple and concise language how to read a **meter** correctly.

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 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; 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 **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 **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 **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 **customer's** account is in credit at the time of account closure, subject to subclause (3), the **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: ~~repay the amount to the **customer**.~~
 - (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 **customer's** account is in credit at the time of account closure, and the **customer** owes a debt to the **retailer**, the **retailer** may, with written notice to the **customer**, use that credit to set off the debt 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 **retailer** must inform a **customer** of the outcome of the review as soon as practicable.

(3) If the **retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the **date of receipt** of the request for review 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 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) list the amount to be recovered as a separate item in a special bill or in 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 (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 ~~520~~ **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 the amount referred to in subclause (2) is less than \$75 the **retailer** may, notwithstanding clause 4.18(2), notify the **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 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** account (in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's** account).

(7) Where the **customer** has been **overcharged** by the **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 subclause (6) where the amount is less than \$75.

~~(7)~~

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) list the amount of the **adjustment** as a separate item in a special bill or in 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 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 subclause (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 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 ~~520~~ **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 the amount referred to in subclause (2) is less than \$75 the **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 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** 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 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 subclause (5) where the amount is less than \$75.

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.

5.3 Direct debit

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

- ~~(a) wherever possible, the amount to be debited; and~~
~~(b) the date and frequency of the direct debit.~~

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 **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) 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** ~~remains is not unresolved~~ 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 ~~resolved~~ 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) 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.
- (3) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill ~~and/or more than~~ 12 late payment fees in a year.
- (4) If a **residential customer** has been assessed ~~by a retailer~~ as being in **financial hardship** pursuant to clause 6.1(1), the **retailer** must retrospectively waive any late payment fee charged pursuant to 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~~3-business 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 **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 **retailer** must not require the **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 comply with Part 2 of the Debt collection guideline for collectors and creditors issued by the Australian Competition and Consumer Commission concerning section 50 of the **Australian Consumer Law (WA)**.~~

~~(2)~~(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.

~~(3)~~(2) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than the **customer** with whom the **retailer** has or had entered into a **contract** for the supply of electricity to that **customer's supply address**.

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 **relevant consumer representative organisation** to make the assessment.
- (2) When undertaking the assessment required by subclause (1)(a), a **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 **relevant consumer representative organisation** (if any).
- (3) 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 **relevant consumer representative organisation** under clause 6(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 ~~for the purposes of~~ clause 6.1, and a **residential customer** –
- (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to a **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay,
- 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 **retailer** that the **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); 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); 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) additional time to pay a bill; and
 - (b) 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 an **instalment plan** under subclause (1)(b), a **retailer** must –
 - (a) take into account information about the **residential customer's** usage needs and capacity to pay when determining the period of the plan and calculating the amount of the instalments;
 - (b) specify the period of the plan;
 - (c) specify the number of instalments;
 - (d) specify the amount of the instalments which will pay the **residential customer's** arrears (if any) and estimated **consumption** during the period of the plan;
 - (e) specify how the amount of the instalments is calculated;

- (f) specify that due to seasonal fluctuations in the **residential customer's** usage, paying in instalments may result in the **residential customer** being in credit or debit during the period of the plan;
 - (g) have in place fair and reasonable procedures to address **payment difficulties** a **residential customer** may face while on the plan; and
 - (h) make provision for re-calculation of the amount of the instalments where the difference between the **residential customer's** estimated **consumption** and actual **consumption** may result in the **residential customer** being significantly in credit or debit at the end of the period of the plan.
- (3) 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)(b), unless the **retailer** is satisfied that the **residential customer** will comply with the **instalment plan**.
 - (4) For the purposes of subclause (3), 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 guidelines in its hardship policy referred to in clause 6.10(2)(d).

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), 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)(a); or

- (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan** under clause 6.4(1)(b).

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**;
- ~~(e) energy efficiency information available to the **customer**, including the option to arrange for an **energy efficiency audit**;~~
- ~~(f)~~(e) independent financial counselling and other **relevant consumer representative organisations** available to the **customer**; and
- ~~(g)~~(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

6.10 Obligation to develop hardship policy

- (1) A **retailer** must develop a hardship policy 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) 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 with **customers** consistently with the obligation in subclause (c);

- (c) ensure that **customers experiencing financial hardship** are treated sensitively and respectfully; ~~and~~
- (d) 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
- ~~(d)~~(e) include guidelines –
- (i) that –
 - (A) ensure ongoing consultation with **relevant consumer representative organisations** (including the provision of a direct **telephone** number of the **retailer's** credit management staff, if applicable, to financial counsellors and **relevant consumer representative organisations**); and
 - (B) provide for annual review of the hardship policy in consultation with **relevant consumer representative organisations**;
 - (ii) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;
 - (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.
- (3) A **retailer** must give **residential customers**, financial counsellors and **relevant consumer representative organisations** details of the hardship policy at no charge. The **retailer** must provide all **residential customers** that have been identified by the **retailer** as experiencing **financial hardship**, details of the hardship policy, including by post, if requested.
- (4) A **retailer** must keep a record of –
- (a) the **relevant consumer representative organisations** consulted on the contents of the hardship policy;
 - (b) the date the hardship policy was established;
 - (c) the dates the hardship policy was reviewed; and
 - (d) the dates the hardship policy was amended.
- (5) The **retailer** must, unless otherwise notified in writing by the **Authority**, review its hardship policy at least annually and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (6) The **retailer** may, at any time, review its hardship policy and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (7) Any review of a **retailer's** hardship policy must have regard to the **Authority's** Financial Hardship Policy Guidelines.
- (8) Subject to subclause (9) when a **retailer** has reviewed its hardship policy pursuant to subclauses (5) or (6), the **Authority** will examine –

- (a) the review to assess whether a **retailer's** hardship policy has been reviewed consistently with the Financial Hardship Policy Guidelines pursuant to subclause (7); and
 - (b) the hardship policy to assess whether a **retailer's** hardship policy complies with this clause of the **Code**.
- (9) The **Authority** will only conduct a review of a **retailer's** hardship policy pursuant to subclause (8) a maximum of once per year.

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**.

<p>Part 7 Disconnection</p>

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 **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;
 - (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** on a day no sooner than 5 **business days** after the **date of receipt** of the **disconnection warning**; 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 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 **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** (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).
- (2) A **retailer** may arrange for the **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 mobiles](#)), 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

Except if **disconnection** –

- (a) was requested by the **customer**; or
- (b) occurred for **emergency** reasons,

a **retailer** or a **distributor** must not arrange for **disconnection** or **disconnect** a **customer's supply address** –

- (c) where the **customer** has made a **complaint**, directly related to the reason for the proposed **disconnection**, to the **retailer**, **distributor**, **electricity ombudsman** or another external dispute resolution body and the **complaint** ~~remains~~ is not **unresolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body; or

- (d) after 3.00 pm Monday to Thursday; or

- (e) after 12.00 noon on a Friday; ~~and~~ or

- (f) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**,

unless –

- (g) the **customer** is a **business customer**; and

- (h) the **business customer's** normal trading hours –

- (i) fall within the time frames set out in paragraphs (d), (e) or (f); and
- (ii) do not fall within any other time period; and

- (i) it is not practicable for the **retailer** or **distributor** to arrange for **disconnection** at any other time.

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**;

- (c) notify the **customer's distributor** that the **customer's supply address** is a **life support equipment** address, and of the contact details and the **life support equipment** required by 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** of a change of the **customer's supply address**, contact details, **life support equipment** or that the **customer's supply address** no longer requires registration as a **life support equipment** address, the **retailer** must –
 - (a) register the change of details;
 - (b) 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
 - (c) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.
- (3) Where 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 –
 - (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**;
 - (b) where informed by a relevant government agency, notify the **retailer** in accordance with the timeframes specified in subclause (3)(a);
 - (c) 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
 - (d) prior to any planned **interruption**, provide at least 3 **business days** written notice to the **customer's supply address** (the 3 days to be counted from the **date of receipt** of the notice), and use best endeavours to obtain verbal [acknowledgement](#), ~~or~~ written acknowledgement [or acknowledgement by electronic means](#) from the **customer** or someone residing at the **supply address** that the notice has been received.
- (4) Where the **distributor** has –
 - (a) already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address**; and
 - (b) has been informed by a **retailer** under subclause 7.7(1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**,

the **distributor** must use best endeavours to **contact** that **customer or someone residing at the supply address** prior to the planned **interruption**.

(5)

- (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 **retailer** must **contact** the **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 **re-certification** from an **appropriately qualified medical practitioner** within the last 3 years, request that the **customer** provide that **re-certification**.
- (b) The **retailer** must provide a minimum period of 3 months for the **customer** to provide the information requested by the **retailer** in subclause (5)(a).

(6)

- (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 6(b), a **customer** fails to provide the information requested by the **retailer** for the purposes of subclause (5)(a)(i) or the **re-certification** referred to in subclause (5)(a)(ii), within the time period referred to in subclause 5(b), or greater period if allowed by the **retailer**,

the **retailer's** and **distributor's** obligations under subclauses (1),(3), (4) and (5) terminate.

- (b) A **customer** will have failed to provide the information requested by the **retailer** for the purposes of subclause (5)(a)(i) or the **re-certification** referred to in subclause (5)(a)(ii) where 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 **distributor's** obligations under subclauses (1),(3),(4) and (5) terminate as a result of the operation of subclause (6)(a)(iii), the **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 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 **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 **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) 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) At 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 –
- (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) 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 **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**; and
 - (q) general information on the safe use of electricity.
- (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;
 - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**; and
 - (e) details of the **recharge facilities**.

- (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) 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 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 **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 **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 **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), the **retailer may charge the pre-payment meter customer** ~~must pay the retailer's a~~ reasonable charge for reversion to a standard **meter** ~~(if any)~~. ~~However, The the~~ **retailer's** obligations under subclause (1) –
- (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard meter (if any); and
 - (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard meter (if any).
- (4) 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 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.
- (5) A **retailer** must send a notice in writing or by **electronic means**, to a **residential pre-payment meter customer** not less than 20 **business days** and not more than 40 **business days** prior to the expiry of the 3 month period calculated in accordance with subclause (2) advising the **residential pre-payment meter customer** of 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** (including providing the information referred to in clauses 2.3 and 2.4 to the **residential pre-payment meter customer**).
- (6) The information to be provided in subclauses (1) and (5) 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 address nominated by the **pre-payment meter customer**.

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 **customer's supply address** requires **life support equipment**, the **A retailer** must not provide a **pre-payment meter service** at the **customer's supply address** ~~and of a residential customer if the residential customer, or a person residing at the residential customer's supply address, requires life support equipment.~~

~~(2)~~⁽¹⁾ If a **pre-payment meter customer** notifies a **retailer** that a person residing at the **supply address** depends on **life support equipment**, 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**.

~~(3)~~⁽²⁾ If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause ~~(21)~~, the **distributor** must revert the **pre-payment meter** at the **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 ~~5-9~~ **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and

- (ii) within ~~6-10~~ **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 **retailer** must ensure that a **pre-payment meter service** –

- (a) only **disconnects** supply to the **pre-payment meter customer** –
 - (i) between the hours of 9.00am and 2.00pm on a **business day**; or
 - (ii) where the **pre-payment meter** has no credit left and the **pre-payment meter customer** has incurred a debt of \$20 or more for the supply of electricity from the **pre-payment meter**,
- (b) is capable of informing the **retailer** of –
 - (i) the number of instances where a **pre-payment meter customer** has been **disconnected**; and
 - (ii) the duration of each of those **disconnections** referred to in subclause (b)(i),at least every month,
- (c) is capable of recommencing supply and supply is recommenced –
 - ~~(i) as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made, and~~
 - ~~(ii) as soon as possible after 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 10 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

- (1) Where a **pre-payment meter customer** requests that the whole or part of the **pre-payment meter** be tested, the **retailer** must, at the request of the **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 **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 **pre-payment meter** under subclause (1) must pay the **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 **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 **customer** pursuant to this clause for the testing of the **pre-payment meter**.

9.10 Credit retrieval, overcharging and undercharging

- (1) Subject to the **pre-payment meter customer** notifying a **retailer** of the proposed vacation date, a **retailer** must ensure that a **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 **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 **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 the amount referred to in subclause (2) is less than \$45 the **retailer** may –
 - (a) ask the **customer** for instructions pursuant to 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** account (in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's** account).

9.11—Debt recovery

~~Where a **customer** owes a debt to a **retailer**, the **retailer** may only adjust the tariff payable by a **pre-payment meter customer** to recover any amount owing at a maximum of \$10 on the first day and then at a rate of no more than \$2 per day thereafter, unless otherwise authorised by an applicable law.~~

9.129.11 Payment difficulties or financial hardship

- (1) A **retailer** must give reasonable consideration to a request by –
 - (a) a **residential pre-payment meter customer** that 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 **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 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.
- (3) The information to be provided in subclause (2) 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 address nominated by the **pre-payment meter customer**.

9.439.12 Existing pre-payment meters

- (1) Subject to subclause (3), a **pre-payment meter** installed and operating immediately prior to the **amendment date** will be deemed to comply with the requirements of this Part 9 for a period of 48 months on and from the **amendment date**. For the avoidance of doubt, at the expiry of the 48 month period, this subclause (1) will no longer apply to the **pre-payment meter** and it must comply with the requirements of this Part 9.
- (2) Subject to subclause (3), a **pre-payment meter** that is installed during the period commencing on the **amendment date** and ending on 31 December 2010 (inclusive) will be deemed to comply with clauses ~~9.7(1)(a)~~9.6(a) and ~~9.429.11~~ for a period of 48 months on and from the **amendment date**. For the avoidance of doubt, at the expiry of the 48 month period, this subclause (2) will no longer apply to the **pre-payment meter** and it must comply with the requirements of this Part 9.
- (3) When a **pre-payment meter** covered by subclause (1) or subclause (2) is upgraded or modified for any reason (other than the initial installation), the modified or upgraded **pre-payment meter** must comply with the applicable requirements of Part 9.

Part 10 Information & Communication
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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 **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 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);
- (b) how a **customer** may arrange for an **energy efficiency audit** at the **customer's supply address**; and
- (c) 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 **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) 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 appropriate, a **distributor** must include in relation to **residential customers** –
 - (a) the **telephone** number for ~~their~~its **TTY** services;
 - (b) the **telephone** number for independent multi-lingual services; and
 - (c) the **National Interpreter Symbol** with the words “Interpreter Services”,
on the –
 - (d) bill and bill related information (including, for example, the notice referred to in clause 4.2(5) 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 ISO 10002 – 2006;
 - (b) address at least –
 - (i) how **complaints** must be lodged by **customers**;
 - (ii) how **complaints** will be handled by the **retailer** or **distributor**, including –
 - (A) a right of the **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 **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 **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 Record Keeping and Reporting

Division 1 – General

13.1 Records to be kept

- (1) Unless expressly provided otherwise, a **retailer, distributor** or **electricity marketing agent** must keep a record or other information that a **retailer, distributor** or **electricity marketing agent** is required to keep by the **Code** for at least 2 years from the last date on which the information was recorded.
- (2) For the purposes of subclause (1), a **retailer** must keep records or other information pursuant to clauses –
 - (a) 2.2;
 - (b) 2.6(3);
 - (c) 6.10(4);
 - (d) 7.7;
 - (e) 13.2;
 - (f) 13.3(1) and 13.3(2)
 - (g) 13.4;
 - (h) 13.5;
 - (i) 13.6; and
 - (j) 13.7(1) and 13.7(2).
- (3) For the purposes of subclause (1), a **distributor** must keep records or other information pursuant to clauses –
 - (a) 7.7
 - (b) 13.8(1) and 13.8(2);
 - (c) 13.9(1);
 - (d) 13.10(1) and 13.10(2);
 - (e) 13.11;
 - (f) 13.12;
 - (g) 13.13(1) and 13.13(2); and
 - (h) 13.14 (1).

Division 2 – Record keeping obligations particular to retailers

13.2 Affordability and access

A **retailer** must keep a record of –

(a) the total number of, and percentage of, its **residential customer accounts** that –

(i) have been issued with a bill less than 1 month since the preceding bill where subclauses 4.1(a)(i) and 4.1(a)(ii) do not apply;

(ii) have been issued with a bill more than 3 months since the preceding bill without the **residential customer's verifiable consent**, categorised according to the circumstances where the delay in issuing the bill was due to – outside the timeframes prescribed in clause 4.1, categorised according to circumstances where the delay is due to

(A) fault on the part of the **retailer**, due to

(B) the **retailer** not receiving the required metering data from the **distributor** in accordance with clause 4.1(b)(ii); and/or

(C) due to the actions of the **customer** in accordance with clause 4.1(b)(iii);

~~(i)~~(iii) are subject to an **instalment plan** under Part 6;

~~(ii)~~(iv) have been granted additional time to pay a bill under Part 6;

~~(iii)~~(v) have been placed on a shortened **billing cycle** under Part ~~6~~4;

~~(iv)~~(vi) have been **disconnected** in accordance with pursuant to clauses ~~7.17-17.4~~ to ~~7.37-37.3~~ for failure to pay a bill;

~~(v)~~(vii) have been **disconnected** pursuant to under clauses 7.1 to 7.3 subclause ~~(v)~~ that were previously the subject of an **instalment plan**;

~~(vi)~~(viii) have been **disconnected** pursuant to under clauses 7.1 to 7.3 subclause ~~(v)~~ and that have been **disconnected** pursuant to clauses 7.1 and to 7.3 at the same **supply address** on at least 1 other occasion during the **reporting year** or the previous **reporting year**;

~~(vii)~~(ix) have been **disconnected** pursuant to under clauses 7.1 to 7.3 subclause ~~(v)~~ while the subject of a **concession**;

~~(viii)~~(x) the **retailer** has requested to be **reconnected**, pursuant to clause 8.1(1)(a), at the same **supply address** and in the same name within 7 days of requesting the **residential customer account** to be **disconnected** pursuant to under subclause ~~(v)~~ clauses 7.1 to 7.3;

~~(ix)~~(xi) the **retailer** has requested to be **reconnected** pursuant to clause 8.1(1)(a) that were not **reconnected within the prescribed timeframe**;

~~(x)~~(xii) have been **reconnected** pursuant to [clause 8.1\(1\)\(a\) subclause \(ix\)](#) that were previously the subject of an **instalment plan**;

~~(xi)~~(xiii) have been **reconnected** pursuant to [clause 8.1\(1\)\(a\) subclause \(ix\)](#) and that have also been **reconnected** pursuant to [clause 8.1\(1\)\(a\) subclause \(ix\)](#) on at least 1 other occasion during the **reporting year** or the previous **reporting year**;

~~(xii)~~(xiv) have been **reconnected** pursuant to [clause 8.1\(1\)\(a\) subclause \(ix\)](#) and that, immediately prior to **disconnection**, were the subject of a **concession**;

~~(xiii)~~(xv) have lodged security deposits in relation to the **residential customer account**; and

~~(xiv)~~(xvi) have had **direct debit plans terminated**.

(b) the total number of, and percentage of, its **business customer accounts** that –

(i) have been issued with a bill outside the timeframes prescribed in clause 4.1;

(ii) are subject to an **instalment plan** under Part 6;

(iii) have been granted additional time to pay a bill under Part 6;

(iv) have been placed on a shortened **billing cycle** under Part ~~6~~4;

(v) have been **disconnected pursuant to** ~~in accordance with~~ clauses 7.1 to 7.3 for failure to pay a bill;

(vi) the **retailer** has requested to be **reconnected**, pursuant to clause 8.1(1)(a), at the same **supply address** and in the same name within 7 days of requesting the **business customer account** to be **disconnected pursuant to** ~~under~~ clauses 7.1 to 7.3;

(vii) the **retailer** has requested to be **reconnected** pursuant to clause 8.1(1)(a) that were not **reconnected within the prescribed timeframe**;

(viii) have lodged security deposits in relation to the **business customer account**; and

(ix) have had **direct debit plans terminated**.

(c) the actions it undertook, and the responses from the **distributor** to those actions, to obtain metering data where the **retailer** has issued a bill outside of the time frame set out in clause 4.1(b).

13.3 Customer complaints

(1) A **retailer** must keep a record of –

(a) the total number of **complaints** received from **residential customers** and **business customers**, other than **complaints** received under clause 13.7(1)(b); and

(b) the number of the **complaints** in subclause (1)(a) that relate to –

(i) **billing/credit complaints**;

- (ii) **transfer complaints**;
 - (iii) **marketing complaints** (including **complaints** made directly to a **retailer**); and
 - (iv) **other complaints**.
- (c) the action taken by a **retailer** to address a **complaint**;
 - (d) the time taken for the **complaint** to be ~~concluded~~resolved;
 - (e) the percentage of **complaints** from **residential customers** resolved ~~concluded~~ within 15 **business days** and 20 **business days**; and
 - (f) the percentage of **complaints** from **business customers** resolved ~~concluded~~ within 15 **business days** and 20 **business days**.
- (2) A **retailer** must keep a record of the details of each **complaint** referred to in subclause (1).

13.4 Compensation payments

A **retailer** must keep a record of payments, including the total number of payments and the amount paid to the **customer** for each payment made under –

- (a) Clause 14.1;
- (b) clause 14.2; and
- (c) clause 14.3.

13.5 Call Centre Performance

A **retailer** must keep a record of –

- (a) the total number of **telephone** calls to a **call centre** of the **retailer**;
- (b) the number of **telephone** calls to a **call centre** answered by a **call centre** operator within 30 seconds;
- (c) the percentage of **telephone** calls to a **call centre** answered by a **call centre** operator within 30 seconds;
- (d) the average duration (in seconds) before a call is answered by a **call centre** operator; and
- (e) the percentage of the calls in subclause (a) that are unanswered.

13.6 Supporting information

A **retailer** must keep a record of the total number of –

- (a) residential accounts held by **contestable customers**;
- (b) residential accounts held by **non-contestable customers**;
- (c) **business customer accounts** held by **contestable customers**; and
- (d) **business customer accounts** held by **non-contestable customers**.

13.7 Pre-payment meters

- (1) A **retailer** must keep a record of –
 - (a) the total number of **pre-payment meter customers**;
 - (b) the total number of **complaints**, other than those **complaints** specified in clause 13.13(1)(a), relating to a **pre-payment meter customer**;
 - (c) the action taken by the **retailer** to address a **complaint**;
 - (d) the time taken for the **complaint** to be **resolved**~~concluded~~;
 - (e) the percentage of **complaints** from **pre-payment meter customers** other than those **complaints** specified in clause 13.13(1)(a) ~~concluded~~ **resolved** within 15 **business days** and 20 **business days**;
 - (f) the total number of **customers** who were pre-payment meter customers who have reverted to a standard **meter** 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**;
 - (g) the total number of **customers** who were pre-payment meter customers who have reverted to a standard **meter** in the 3 month period immediately following the expiry of the period referred to in subclause (f);
 - (h) the total number of **customers** who were pre-payment meter customers who have reverted to a standard **meter**;
 - (i) the number of instances where a **pre-payment meter customer** has –
 - (i) been **disconnected**; or
 - (ii) not received electricity other than being **disconnected**;
 - (j) the duration of each of those events referred to in subclause (i);
 - (k) the number of **pre-payment meter customers** who have informed the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; and
 - (l) the number of **pre-payment meter customers** who the **retailer** identifies have been **disconnected** 2 or more times in any 1 month period for longer than 120 minutes on each occasion.
- (2) A **retailer** must keep a record of the details of each **complaint** referred to in subclause (1)(b).

Division 3 – Record keeping obligations particular to distributors

13.8 Connections

- (1) A **distributor** must keep a record of –
 - (a) the total number of **connections** provided; and
 - (b) the total number of **connections not provided on or before the agreed date**.
- (2) A **distributor** must keep a record of –

- (a) the total number of **reconnections** provided other than –
 - (i) those recorded in subclause (1);
 - (ii) pursuant to clause 8.1(1)(b); and
 - (iii) pursuant to clause 8.1(1)(c); and
- (b) the total number of **reconnections** in subclause (a) not provided **within the prescribed timeframe**.

13.9 Timely repair of faulty street lights

- (1) A **distributor** must keep a record of –
 - (a) the total number of street lights reported faulty each month in the **metropolitan area**;
 - (b) the total number of street lights reported faulty each month in the **regional area**;
 - (c) the total number of street lights not repaired within 5 days in the **metropolitan area**;
 - (d) the total number of street lights not repaired within 9 days in the **regional area**;
 - (e) the total number of street lights in the **metropolitan area**;
 - (f) the total number of street lights in the **regional area**;
 - (g) the average number of days to repair faulty street lights in the **metropolitan area**; and
 - (h) the average number of days to repair faulty street lights in the **regional area**.
- (2) For the purpose of subclause (1), the number of days taken to repair a street light is counted from the date of notification.

13.10 Customer complaints

- (1) A **distributor** must keep a record of –
 - (a) the total number of **complaints** received (excluding **quality and reliability complaints** but including **complaints** received under Part 9);
 - (b) the number of the **complaints** in subclause (a) that relate to –
 - (i) administrative process or customer service **complaints**; and
 - (ii) **other complaints**;
 - (c) the action taken by a **distributor** to address a **complaint** (excluding **quality and reliability complaints**);
 - (d) the time taken for the appropriate procedures for dealing with the **complaint** (excluding **quality and reliability complaints**) to be ~~concluded~~**resolved**; and
 - (e) the percentage of **customer complaints** ~~concluded~~**resolved** within 15 **business days** and 20 **business days**.
- (2) A **distributor** must keep a record of the details of each **complaint** referred to in subclause (1).

13.11 Compensation payments

A **distributor** must keep a record of the payments made under clauses 14.4 and 14.5, including the total number of payments made and the amount paid to the **customer** for each payment.

13.12 Call centre performance

A **distributor** must keep a record of –

- (a) the total number of **telephone** calls to a **call centre** of the **distributor**;
- (b) the number of **telephone** calls to a **call centre** answered by a **call centre** operator within 30 seconds;
- (c) the percentage of **telephone** calls to a **call centre** answered by a **call centre** operator within 30 seconds;
- (d) the average duration (in seconds) before a call is answered by a **call centre** operator; and
- (e) the percentage of the calls in subclause (a) that are unanswered.

13.13 Pre-payment meters

(1) A **distributor** must keep a record of –

- (a) the number of **complaints** relating to the installation and operation of a **pre-payment meter** at a **pre-payment meter customer's supply address**;
- (b) the action taken by the **distributor** to address a **complaint**;
- (c) the time taken for the appropriate procedures for dealing with the **complaint** to be ~~concluded~~**resolved**; and
- (d) the percentage of **complaints** relating to the installation and operation of a **pre-payment meter** at a **customer's supply address** ~~concluded~~**resolved** within 15 **business days** and 20 **business days**.

(2) A **distributor** must keep a record of the details of each **complaint** referred to in subclause (1).

13.14 Supporting information

(1) A **distributor** must keep a record of the total number of **exit points** of **customers** who are **connected** to the **distributor's** network.

(2) In this clause –

“**exit point**” has the same meaning as in the *Electricity Industry (Customer Transfer) Code 2004*.

Division 4 – Reporting obligations

13.15 Preparation of an annual report by retailers

A **retailer** must prepare a report in respect of each **reporting year** setting out the information in the records in clauses –

- (a) 13.2;
- (b) 13.3(1)(a), 13.3(1)(b), 13.3(1)(e) and 13.3(1)(f);
- (c) 13.4;
- (d) 13.5;
- (e) 13.6; and
- (f) 13.7(1)(a), 13.7(1)(b), 13.7(1)(e), 13.7(1)(f), 13.7(1)(g), 13.7(1)(h), 13.7(1)(i), 13.7(1)(k) and 13.7(1)(l).

13.16 Preparation of an annual report by distributors

A **distributor** must prepare a report in respect of each **reporting year** setting out the information in the records in clauses –

- (a) 13.8;
- (b) 13.9;
- (c) 13.10(1)(a), 13.10(1)(b) and 13.10(1)(e);
- (d) 13.11;
- (e) 13.12;
- (f) 13.13(1)(a) and 13.13(1)(d); and
- (g) 13.14.

13.17 Publication of reports by retailers and distributors

- (1) The reports in clauses 13.15 and 13.16 are to be published not later than the following 1 October.
- (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**.
- (3) A copy of each report must be given to the Minister and the **Authority** not less than 7 days before it is published.

13.18 Provision of records to the Authority

- (1) A **retailer** and a **distributor** must provide the information in the records in clauses 13.15 and 13.16 to the **Authority** in a format acceptable to the **Authority** not later than the following 23 September.

Part 14 Service Standard Payments

Division 1 – Obligations particular to retailers

14.1 Facilitating customer reconnections

- (1) Subject to clause 14.6, where 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 **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 **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 **distributor**, the **distributor** must compensate the **retailer** for the payment.

14.3 Customer service

- ~~(4) Upon receipt of a written query or **complaint** by a **customer**, a **retailer** must –~~
- ~~(a) acknowledge the query or **complaint** within 10 **business days**; and~~
 - ~~(b) respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.~~

- (1) Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a ~~query or complaint~~ within the time frames prescribed ~~in under sub~~ clause ~~12.1(14)~~, the **retailer** must pay to the **customer** \$20.
- (2) The **retailer** will only be liable to make 1 payment of \$20, pursuant to subclause ~~(21)~~, for each written ~~query or complaint~~.

Division 2 – Obligations particular to distributors

14.4 Customer service

- ~~(1) Upon receipt of a written query or complaint by a customer, a distributor must—~~
 - ~~(a) acknowledge the query or complaint within 10 business days; and~~
 - ~~(b) respond to the query or complaint by addressing the matters in the query or complaint within 20 business days.~~
- ~~(2)~~(1) Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a ~~query or complaint~~ within the time frames prescribed ~~under in~~ subclause ~~12.1(14)~~, the **distributor** must pay to the **customer** \$20.
- ~~(3)~~(2) The **distributor** will only be liable to make 1 payment of \$20, pursuant to subclause ~~(21)~~, for each written ~~query or 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**.

Significant amendments to the Code

This table sets out significant amendments that have been made to the **Code** by the Economic Regulation Authority (ERA) since it was first established in 2004. These amendments were made pursuant to the statutory review process set out in section 88 of the *Electricity Industry Act 2004* (WA).

Relevant Part of the Code	Summary of Amendments
2007 Review – Changes effective 8 January 2008 (with several minor corrections effective 26 February 2008)	
Part 1 – Preliminary	To correct errors and reflect changes since the establishment of the Code.
Part 2 – Marketing	To remove provisions which were duplicated with other legislation (such as the Gas Marketing Code), where there would be no significant detriment to customer protection.
Part 5 – Payment	To reflect current banking practice in relation to direct debit payments.
Part 8 – Reconnection	To establish a priority connection register.
Part 10 – Information & Communication	To remove burdensome requirements that a retailer publish prescribed information in the Government Gazette or local newspapers.
Part 13 – Record Keeping	To improve consistency with the Steering Committee on National Regulatory Reporting Requirements.
Part 14 – Service Standard Payments	To extend service standard payments (a prescribed amount payable when a service standard has been breached) to all small use customers.
Miscellaneous	To correct, update and minimise explanatory notes contained in the Code, and in many cases to transfer the intent of notes to A Guide to Understanding the Code of Conduct (For the Supply of Electricity to Small Use Customers). To remove redundant, spent or duplicated provisions, remove or amend clauses considered too prescriptive by the ECCC, and to improve the level of consumer protection.
2009 Review – Changes effective 1 July 2010	
Part 1 – Preliminary	To correct errors and reflect changes since the establishment of the Code.
Part 2 – Marketing	To simplify the provisions dealing with definitions related to marketing.
Part 6 – Payment Difficulties and Financial Hardship	Relating to the issue of financial hardship, including the abolition of late payment fees for financial hardship customers and the establishment of a requirement for the ERA to review the

Relevant Part of the Code	Summary of Amendments
	financial hardship policies of retailers and publish the findings.
Part 10 – Information and Communication	To reduce the amount of information retailers are required to provide to business customers as distinct from residential customers.
Part 11 – Customer Service Charter	To streamline and in some cases remove information provision requirements related to all customers (eg The ERA has removed the requirement for retailers and distributors to produce a customer service charter).
Part 14 – Service Standard Payments	Relating to wrongful disconnection, including an increase in the daily amount of service standard payment from \$50 to \$100, removal of the cap on the amount of service standard payment and a requirement that the payment be made to all customers wrongfully disconnected without a requirement that the customer apply for the payment.
2010 Review – Changes effective 1 July 2010	
Part 9 – Pre-Payment Meters	To remove the existing barriers to operation of pre-payment meters (PPM) while addressing customer issues and ensuring consumer protection at a level commensurate with other Australian jurisdictions, including the National Energy Market.
Part 13 – Record Keeping	To create record keeping obligations in relation to PPMs.

Attachment 2 – 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.

Attachment 3 – AER Guidelines



Guidance on electricity consumption benchmarks on residential customers' bills

May 2012

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1 Introduction

During 2004, the Ministerial Council on Energy (MCE, now Standing Council on Energy and Resources (SCER)) agreed on the implementation of the National Framework for Energy Efficiency (NFEE). The NFEE provides a coordinated national approach for a range of enhanced energy efficiency measures. One of the measures delivered through the NFEE is a requirement that energy retailers provide electricity consumption benchmarks on a residential customer's bill. The purpose of the benchmark is to allow customers to compare their household electricity usage with similar households in their area. This in turn will assist consumers to make more informed choices about how they use energy.

The Consumer Information Implementation Committee (CIIC) is one of a number of committees formed to implement the NFEE. The CIIC has overseen extensive research and consultation with stakeholders on the development of the electricity consumption benchmarking measure and continues to inform its operation.

The National Energy Retail Law (Retail Law) and National Energy Retail Rules (Retail Rules) were developed by the MCE through extensive consultation and contain the electricity consumption benchmarking provisions. It is expected that the Retail Law and Retail Rules will commence on 1 July 2012. The requirement that retailers provide electricity consumption benchmarks to residential customers is contained in the Retail Rules.

This document - *Guidance on electricity consumption benchmarks on residential customers' bills* (Guidance) – has been developed to assist energy retailers understand the electricity bill benchmarking requirements of the Retail Law and Retail Rules. It explains the law in simple language and gives general information and examples but is no substitute for the Retail Law and Retail Rules. Retailers should review the obligations in the Retail Law and Rules, as well as the guidance contained in this document, when providing electricity consumption benchmarks to their customers.

Unless explicitly defined, terms used in this document have the meanings given in the Retail Law and Retail Rules. Terms not defined in the Retail Law and Retail Rules have their ordinary meaning.

The AER may amend, update or revise the Guidance from time to time and will do so in consultation with stakeholders.

2 Background

2.1 Electricity consumption benchmark obligations

A retailer must prepare a bill so that a small customer can easily verify that the bill conforms to their customer retail contract, and for residential customers it must include the energy consumption benchmarks.¹

Retailer obligations in relation to the presentation of electricity consumption benchmarks are set out in Rule 170. This Rule stipulates that a retailer must provide:

- (a) a comparison of the customer's electricity consumption against the electricity consumption benchmarks;²
- (b) a statement indicating the purpose of the information provided with respect to those benchmarks;³ and
- (c) a reference to an energy efficiency website.⁴

A retailer must present the information specified above in a way that is easy for the customer to understand.⁵ In addition, a retailer is required to present the information specified above in a graphical or tabular form, as appropriate, but may do so in a location on the bill that is convenient for the retailer.⁶

2.2 Initial electricity consumption benchmarks provided to retailers

The Retail Rules specify that the electricity consumption benchmarks must be based on the following:

- (a) electricity consumption information received by the AER from distributors pursuant to rule 171;⁷
- (b) localised zones as determined and notified to the AER by the relevant jurisdictional Minister;⁸ and
- (c) household size.⁹

¹ r. 25(1)(o), National Energy Retail Rules.

² r. 170(1)(a), National Energy Retail Rules.

³ r. 170(1)(b), National Energy Retail Rules.

⁴ r. 170(1)(c), National Energy Retail Rules.

⁵ r. 170(3), National Energy Retail Rules.

⁶ r. 170(2), National Energy Retail Rules.

⁷ r. 170(3)(a), National Energy Retail Rules.

⁸ r. 170(3)(b), National Energy Retail Rules.

⁹ r. 170(3)(c), National Energy Retail Rules.

The CIIC commissioned the economic consultancy firm ACIL Tasman (ACIL) to develop the initial benchmarks based on localised zones and household sizes, in line with the requirements of the Retail Rules.¹⁰

The AER provided retailers with provisional nominated local zones and the names of those zones by way of letter dated 21 October 2011. By letter dated 30 November 2011, final zone information for all states and territories were provided to retailers.

The AER provided retailers the initial benchmarks, as an electronic attachment, by way of letter dated 20 December 2011.¹¹ Also attached to the letter was ACIL's report, *Electricity bill benchmarks for residential customers*, which describes the methodology that was undertaken by ACIL to develop the benchmarks. ACIL's report is also available on AER's website: www.aer.gov.au.

2.3 Subsequent electricity consumption benchmarks provided to retailers

Under the Retail Rules, the AER is required to administer the electricity consumption benchmarks and update them at least every three years (from the date the initial benchmarks are published).¹² The updated electricity consumption benchmarks will be provided to retailers and published on the AER website.¹³

¹⁰ r. 169(3), National Energy Retail Rules.

¹¹ ACIL Tasman, *Electricity bill benchmarks - final data - December 2011*, 2011.

¹² r. 169(5), National Energy Retail Rules.

¹³ r. 169(4), National Energy Retail Rules.

3 Localised zones

The Retail Rules specify that the electricity consumption benchmarks must be based on localised zones.¹⁴ Localised zones, including the zone names and the postcodes that constitute each zone, are determined by the responsible Minister within each jurisdiction.¹⁵

A retailer must use the localised zone benchmark relevant to each customer's location.

By way of letter dated 21 October 2011, the AER provided retailers with provisional nominated local zones and the names of those zones. By letter dated 30 November 2011, final zone information for all states and territories were provided to retailers.

3.1 Managing new postcodes not allocated to a zone

Where a new postcode is created and retailers have residential customers residing in this area, the AER considers the following approach should be followed.

As the new postcode will not be allocated to a localised zone, there will be no electricity consumption benchmark information that can be applied to those customers who reside within the new postcode.

Retailers should not postpone the billing of these customers due to the lack of specific electricity consumption benchmark information for the new postcode. Nor should retailers issue potentially non-compliant bills that do not include any benchmark information.

For those customers residing in a new postcode (which is not yet allocated to a localised zone), the retailer should use the 'full state' benchmark applicable to the customer, which provides benchmarks for the entire state or territory. The 'full state' benchmark data can be found in the *Electricity bill benchmarks - final data*. Retailers could also highlight in their purpose statement that due to a customer residing in a new postcode, benchmarks for the entire state or territory have been used.

Where this occurs, the retailer should notify the AER as soon as possible. The AER will then advise the relevant Minister responsible, so that the new postcode can be appropriately allocated to a localised zone. The AER will notify retailers once it has received advice that the new postcode has been allocated to a localised zone.

3.2 Reallocation of zones

The Retail Rules require the relevant jurisdictional Minister to determine and notify the AER of the localised zones, and the benchmarks must be based on these zones.

The AER is also required to update the electricity consumption benchmarks at least every three years from the publication of the initial benchmarks.

¹⁴ r. 169(3)(b), National Energy Retail Rules.

¹⁵ r. 169(3)(b), National Energy Retail Rules.

Any consequential changes to the localised zones made by the relevant jurisdictional Minister will be reflected in the updated benchmarks.

When updating the benchmarks, the AER will contact relevant jurisdictional Ministers to check if any reallocation of postcodes or localised zones is required. After a revision to the electricity consumption benchmarks is complete, the AER will provide the updated electricity consumption benchmarks to retailers and publish them on the AER's website.

3.3 Name of localised zones

The Retail Rules are silent as to whether to include the name of the zone that the residential customer belongs to on the benchmark information provided on the bill. It is, therefore, at the discretion of the retailer whether to include this information. However, it is likely to be of assistance to customers if the name of their zone is included in their bill so they can better understand on what basis the comparison is being made. It may also help a retailer to satisfy the obligation that the electricity consumption benchmark information is presented in a way that is easy for the customer to understand.¹⁶

¹⁶ r. 170(3), National Energy Retail Rules.

4 Household size

The Retail Rules specify that the electricity consumption benchmarks must be based on household size.¹⁷ ACIL has provided benchmark data for six categories of household sizes, ranging from a household size of one person, and then increasing by one person at a time, to a household size of six people. For households of more than six people, ACIL has also provided data on the amount of electricity consumption each additional person at would add to the benchmark. Adding household size information makes the benchmarks more accurate and relevant to consumers, as it is a key factor that drives the amount of electricity consumed.

The Retail Rules are silent in relation to how many household size benchmarks should be included on a bill. However, a retailer must have regard to the requirement that the electricity consumption benchmark information be presented in a way that is easy to understand.¹⁸ The CIIC has suggested that including four or five household sizes on the bill would be sufficient to allow most customers to identify with a particular household. This will then enable the customer to identify the relevant benchmark and compare that with their own level of electricity consumption.

Customers will also be able to access benchmark information for all household sizes (including households with a higher number of occupants) on the AER's *Energy Made Easy* website (www.energymadeeasy.gov.au).

¹⁷ r. 169(3)(c), National Energy Retail Rules.

¹⁸ r. 170(3), National Energy Retail Rules.

5 Seasonal benchmarks

Due to the strong correlation of weather and electricity use, ACIL has developed electricity consumption benchmarks based on seasons.

5.1 Using seasonal benchmarks

Under the Retail Rules, retailers are required to provide a comparison of the customer's electricity consumption against the electricity consumption benchmarks provided by the AER.¹⁹ The benchmarks, as developed by ACIL on behalf of the CIIC and provided to retailers by the AER, are seasonal benchmarks.

The AER recognises that electricity consumption benchmarking is one of several measures designed to help consumers make more informed choices about how they use energy. The objective of electricity consumption benchmarks is to help customers reduce their consumption by enabling them to make informed decisions, resulting from comparing their usage to the benchmark.

Whilst the CIIC has advised retailers that including the benchmarking information on customers' bills delineated by season is optional, it has also strongly encouraged retailers to consider the benefits to householders (and retailers themselves) of providing seasonal benchmarks. To this end, the AER shares CIIC's view that the use of seasonal electricity consumption benchmarks (as provided to retailers) offers customers a significantly more meaningful basis of comparison, thereby promoting more informed decision making.

The AER is concerned that if retailers adapt the benchmark data to remove seasonality, this could compromise the integrity and accuracy of the data. Furthermore, it will not reflect any underlying changes in a customer's consumption during different seasons and is therefore likely to result in an alternative benchmark that is less relevant, less accurate and more difficult for the customer to understand.

A retailer who does not use the seasonal benchmark data as presented in the ACIL report (and accompanying data spreadsheet) and provided by the AER must take appropriate measures to ensure that the resultant benchmark allows a customer to compare their consumption accurately and that it is relevant and easy for customers to understand.²⁰

¹⁹ rr. 170(1)(a) and 169, National Energy Retail Rules.

²⁰ r. 170(3), National Energy Retail Rules.

5.2 Which season to display on a bill

ACIL has recommended that retailers use the benchmark for the season that applied on the date the customer's meter was read, as it provides the best statistical fit with the data.²¹

ACIL has assigned the seasons as follows:

- Summer, 1 December to 28 (or 29) February;
- Autumn, 1 March to 31 May;
- Winter, 1 June to 31 August; and
- Spring, 1 September to 30 November.²²

5.3 Displaying more than one season on a bill

Retailers may choose to include benchmarks for more than one season on all customers' bills, provided they meet the requirement that the information be presented in a way which is easy for the customer to understand.²³ The AER expects this will assist some customers to understand and identify how their electricity consumption changes with seasons.

²¹ ACIL Tasman, *Electricity Bill Benchmarks for residential customers*, 2011, p. 54.

²² ACIL Tasman, *Electricity Bill Benchmarks for residential customers*, 2011, p. 54.

²³ r. 170(3), National Energy Retail Rules.

6 Other benchmark information

6.1 Daily and quarterly figures

The benchmarks developed by ACIL and provided by the AER to retailers include both daily and quarterly figures. Although the Retail Rules are silent in relation to using daily or quarterly figures, a retailer must meet the requirement that the electricity consumption benchmark information be presented in a way which is easy to understand.²⁴

When deciding whether to use daily or quarterly figures, a retailer may have regard to how often the customer is billed and the other consumption information provided on the bill (for example, their total consumption for the billing period or their average daily consumption over the period). This information will form the basis of the comparison that the customer will make with the benchmark. If the customer is billed quarterly then it would be likely that the quarterly and/or daily figures would be easiest to understand.

If a customer is billed more frequently than quarterly, it is likely that the daily consumption benchmarks would be most accurate and easy for the customer to understand and compare. Rule 25(k) of the Retail Rules requires retailers to provide a customer's average daily consumption during the billing period. Therefore, in all cases, a customer would be able to compare their average daily consumption with daily benchmark information. This may help retailers to satisfy the requirement that the electricity consumption benchmark information is presented in a way which is easy to understand.²⁵

ACIL's benchmark data spreadsheet recommends using the daily consumption figures to 'build up' a monthly benchmark, should this be preferred.

6.2 Nominated electrical equipment and house size

ACIL has also provided benchmarks with an additional factor of nominated electrical equipment included. Using this additional data, customers can find a benchmark relevant to them according to key pieces of electrical equipment they have, including: electric hot water systems, electric cook tops and either air conditioning (summer) or electric central heating (autumn, winter and spring).

In 'non-gas' jurisdictions, Northern Territory and Tasmania, nominated electrical equipment is substituted for house size, as there is a strong correlation between house size and electricity consumed in these regions. House sizes are characterised as follows: small, up to five rooms; medium, six to nine rooms; and large, 10 to 12 rooms. It should be noted that house size and household size refer to different factors. Household size is the number of people living in a house (occupants), whereas house size relates to the number of rooms in a house.

The Retail Rules do not require a retailer to include benchmark information incorporating the additional factors of nominated electrical equipment or house size.

²⁴ r. 170(3), National Energy Retail Rules.

²⁵ r. 170(3), National Energy Retail Rules.

In future, the AER anticipates that customers will be able to access benchmark information which includes the additional factors of nominated electrical equipment or house size on the AER's Energy Made Easy website (www.energymadeeasy.gov.au).

7 Required Statements and References

7.1 Statement of purpose

Rule 170(1)(b) of the Retail Rules requires a statement which indicates the purpose of the information provided with respect to the electricity consumption benchmarks to be included on a residential customer's bill. Retailers may develop their own statement to satisfy r. 170(1)(b). However, a retailer must ensure that the statement is easy for the customer to understand.²⁶ The AER and CIIC, developed the following possible statements as examples for retailers to use as their own statement of purpose or in developing their own statements:

- This information has been provided to help you compare your electricity usage with other households in your region.
- This information illustrates how your electricity usage compares to similar households in the <name of region> region.
- Compare your electricity usage with benchmarks for similar households in your area.
- How does your electricity use compare with the average use for households in your area?

7.1.1 Swimming pool information

The benchmark provided by ACIL assumes that the customer does not have a swimming pool, as only a small number of households have swimming pools and swimming pools greatly increase electricity use.

Customers with swimming pools generally use more electricity and when comparing their electricity consumption to the benchmarks on their bill, they are likely to compare unfavourably. Retailers can include information on the customer's bill that the benchmarks provided assume that the customer does not have a swimming pool. However, we recognise that space on bills is generally limited and so if this is not possible, retailers will need to ensure that they are equipped to respond to queries from these customers seeking to understand the differences between their consumption and the benchmark, and where potential energy savings can be made.

In future, the AER anticipates that customers will be able to access further benchmark information for households with pools on the AER's *Energy Made Easy* website (www.energymadeeasy.gov.au).

7.2 Reference to an energy efficiency website

Rule 170(1)(c) requires retailers to reference an energy efficiency website on residential customers' electricity bills. For the purposes of this rule, an energy efficiency website is a

²⁶ r. 170(3), National Energy Retail Rules.

website, containing information about electricity consumption benchmarks that is prescribed by the National Regulations and notified by the AER on its website.²⁷

As notified to retailers by way of letter dated 21 December 2011, the *Energy Made Easy* website (www.energymadeeasy.gov.au) will be the required reference and will be prescribed in the National Energy Retail Regulations (Retail Regulations). Retailers must therefore print the URL for *Energy Made Easy* to meet the requirements prescribed in r. 170(1)(c). For the avoidance of doubt, the AER considers this requirement will not be satisfied if the retailer references an alternative URL that subsequently redirects the customer to the *Energy Made Easy* website.

The *Energy Made Easy* website will host the AER's price comparator functions as well as information on the electricity bill benchmarks and general information about energy efficiency. The website will also enable residential customers to access more customised benchmark data.

Retailers have discretion in wording their reference to the *Energy Made Easy* website. However, a retailer must ensure that the statement is easy for the customer to understand.²⁸ The AER and CIIC consider the following sentence would meet the requirements of r. 170(1)(c):

- To find out more about how the average household energy usage is calculated, get some energy efficiency tips and compare retail energy prices, visit www.energymadeeasy.gov.au

²⁷ r. 170(4), National Energy Retail Rules.

²⁸ r. 170(3), National Energy Retail Rules.

8 Format of the benchmarks

8.1 Using graphical or tabular formats

Rule 170(2) of the Retail Rules requires a retailer to present the comparison of a customer's electricity consumption against electricity consumption benchmarks in a graphical or tabular format.

A retailer may use a graph, table or both to present electricity consumption benchmarks. Retailers must have regard to how it will format the electricity consumption benchmark information to ensure that it is easy for the customer to understand.²⁹

Mock-up benchmarks were prepared by the CIIC and can be found in AER and CIIC's letter to retailers of 21 October 2011. Whilst all of these mock-ups were in graphical format, there is no intention to suggest that the graphical format should have favour over the tabular format.

Appendix A contains examples of possible graphical and tabular formats for the electricity consumption benchmarks.

8.2 Expectations regarding 'easy to understand'

Rule 170(3) of the Retail Rules requires a retailer to provide the following information in a manner which is easy for the customer to understand:

- comparison of the customer's electricity consumption against the electricity consumption benchmarks
- the statement of purpose, and
- the reference to the energy efficiency website.

To ensure that this information is 'easy to understand', a retailer should ensure it uses plain language, and is an appropriate size and style of font. In addition, any colours and shading used should be clearly visible and consistent with accessibility standards. The benchmark information should be clearly set out and positioned on the bill. Customers should be able to readily identify the household size and consumption benchmark that is applicable to their circumstances.

8.3 Location on the bill

Rule 170(2) of the Retail Rules requires a retailer to provide the electricity consumption benchmark information on a location on the bill that is convenient to the retailer. In addition, r. 25(1)(o) of the Retail Rules requires a retailer to include in bills for residential customers, energy consumption benchmarks in accordance with Part 11 of the Retail Rules.

²⁹ r. 170(3), National Energy Retail Rules.

The benchmark must be located on the bill. It can be placed at the end of the bill or on a separate page within the bill. However, a retailer should not include the benchmark on a separate leaflet or insert which is included with the bill (but not on the bill).

9 Benchmarks for residential customers

9.1 Residential customers who are subject to both residential and business tariffs

Rule 170(1)(a) of the Retail Rules requires retailers to provide electricity consumption benchmarks on the bills for all residential customers.

If a single bill is issued to a customer that covers both residential and business tariffs then the electricity consumption benchmark information must appear on the customer's bill. In such circumstances, it would be beneficial for the retailer to ensure that the statement of purpose that is provided on the bill (r. 170(1)(b)) clearly stipulates that the benchmarks only relate to residential consumption.

9.2 Residential customers who have a single bill issued for both electricity and gas

If a single bill is issued to a customer for both electricity and gas, a statement should be included on the customer's bill which outlines that the electricity consumption benchmarks provided on the bill only relate to their electricity consumption and not to their gas consumption.

9.3 Can customers opt-out?

Residential customers cannot opt out of receiving electricity consumption benchmark information on their bill. It is a requirement under rr. 170 and 25 of the Retail Rules for a retailer to provide energy consumption benchmarks and ancillary particulars in a bill for a residential customer.

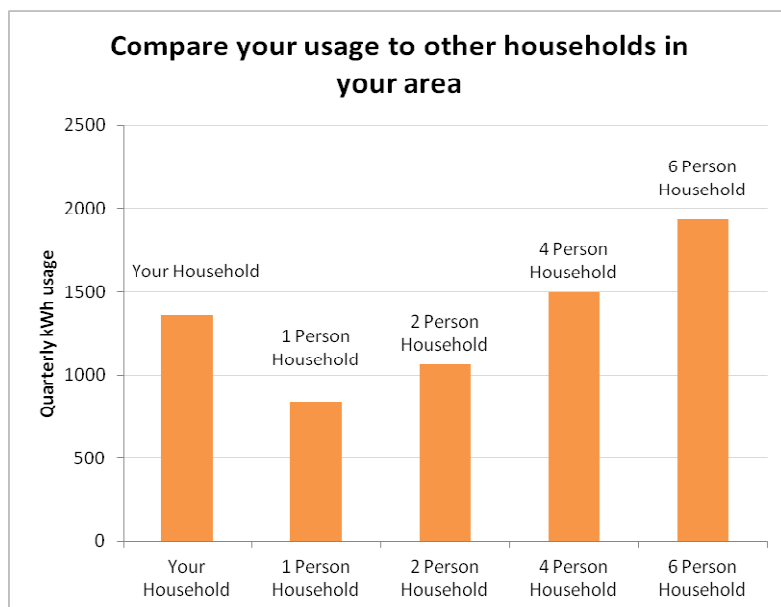
10 Transitional arrangements

The Retail Law and Retail Rules are expected to commence on 1 July 2012. As advised in Joint Implementation Group Bulletin No. 4 (March 2012), a transitional period of three months will be allowed for retailers to achieve compliance with the relevant electricity consumption benchmark requirements of the Retail Rules. This means that the electricity consumption benchmarks will not be required on any electricity bills before 1 October 2012. Additional, jurisdiction-specific transitional provisions may be included in state or territory legislation to implement the Retail Law and Rules. This guidance operates subject to any such provisions.

Appendix A – examples of benchmark formats

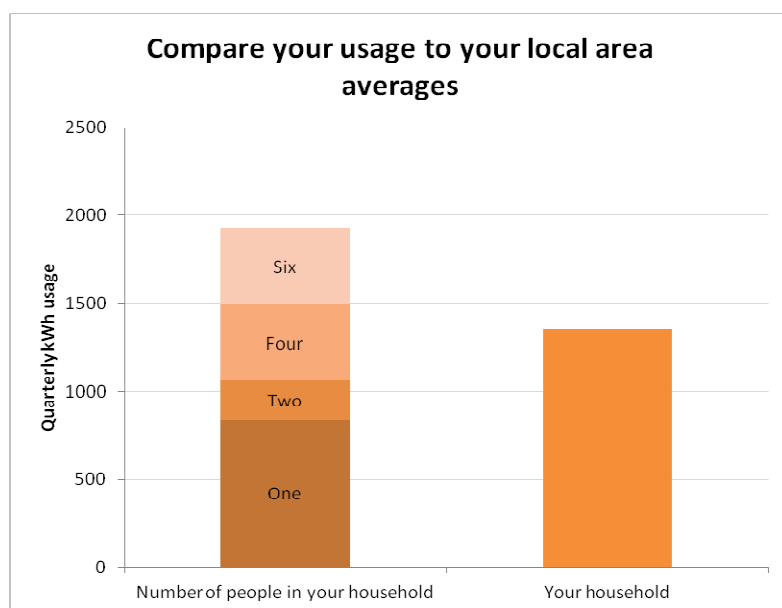
Samples of graphical format presentations of electricity consumption against benchmarks based on samples provided by CIIC to energy retailers on 21 October 2011.

Graphical format, sample 1



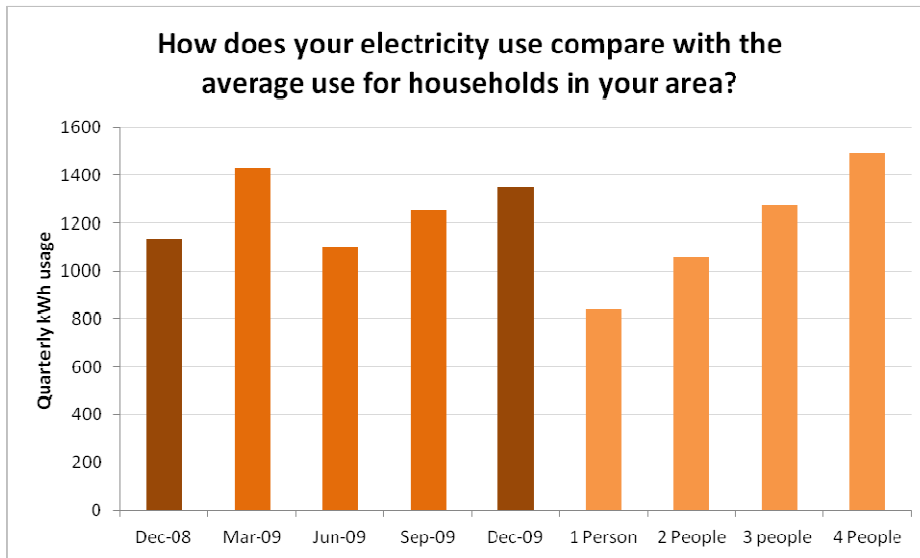
To find out more about how the average household energy usage is calculated, get some energy efficiency tips and compare retail energy prices, visit www.energymadeeasy.gov.au

Graphical format, sample 2









To find out more about how the average household energy usage is calculated, get some energy efficiency tips and compare retail energy prices, visit www.energymadeeasy.gov.au

Graphical format, sample 3



To find out more about how the average household energy usage is calculated, get some energy efficiency tips and compare retail energy prices, visit www.energymadeeasy.gov.au

Tabular format, sample 1

Compare your electricity usage with benchmarks for similar households within Victoria in summer	
Number of people in your household	Average daily consumption (kWh)*
	9.2
	11.6
	14.0
	16.4
	18.8
	21.2

*No Pool

Your average daily consumption (kWh)
17.3

To find out more about how the average household energy usage is calculated, get some energy efficiency tips and compare retail energy prices, visit www.energymadeeasy.gov.au

Tabular format, sample 2

This information has been provided to help you compare your electricity usage with other households in your region.

Average daily consumption (kWh)*							
Household size	1	2	3	4	5	6	Consumption for each extra person
Summer	9.2	11.6	14	16.4	18.8	21.2	2.4
Autumn	9.1	11.9	14.6	17.4	20.2	23	2.8
Winter	12.4	14.8	17.1	19.5	21.8	24.2	2.4
Spring	11.9	14.3	16.8	19.3	21.7	24.2	2.5

*No pool

To find out more about how the average household energy usage is calculated, get some energy efficiency tips and compare retail energy prices, visit www.energymadeeasy.gov.au

Your Average Daily Consumption

17.3 kWh

Attachment 4 – Comparison with NECF – PPMs

Clause description	WA Code 9.1	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)	Notes/explanation for changes (26 Sep 2013 review)
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.	✓	x	x	Code section 9.1 has been added to the table.
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	✓	✓	x	S. 56 NERL - Use of prepayment meter systems only in jurisdictions where permitted.

Clause description	WA Code 9.2	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)	Notes/explanation for changes (26 Sep 2013 review)
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.	✓	✓	x	All code sections have been re-numbered according to current version s. 38(c) NERL - Requirement for explicit informed consent for certain transactions
A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.	✓	x	x	
A retailer must not, in relation to the offer of, or provision of, a pre-payment meter service—				
• engage in conduct that is misleading, deceptive or likely to mislead or deceive or that unconscionable.	✓	x	x	
• exert undue pressure on a customer, nor harass or coerce a customer.	✓	x	x	
Subject to any applicable law, a retailer is not obliged to offer a pre-payment meter service to a customer.	✓	x	x	

Clause description	WA Code 9.3	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)	Notes/explanation for changes (26 Sep 2013 review)
A retailer must advise a residential customer who requests information on the use of a prepayment meter, at no charge and in clear, simple and concise language—			Note: obligation to notify customer of variations to charges and tariffs (r 143).	r. 143 requires the retailer to include this information in the prepayment meter market retail contract. However, it is not required to be provided upfront.
• of all applicable tariffs, fees and charges payable by the residential customer and the basis for the calculation of those charges;	✓	x	✓	
• 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 prepayment meter was operating at the residential customer's supply address;	✓	x	x	
• of the retailer's charges, or its best estimate of those charges, to replace or switch a prepayment meter to a standard meter;	✓	x	x	
• how a pre-payment meter is operated;	✓	x	✓	
• how the residential customer may recharge the pre-payment meter (including details of cost, location and business hours of recharge facilities);	✓	x	✓	
• of the emergency credit facilities applicable to a pre-payment meter.	✓	x	✓	
• of credit retrieval.	✓	x	✓	
At 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—		Note: obligation on retailer to comply with the provisions of energy laws relating to the use of PPM systems (s 58).		
• the information specified within subclause (1);	✓	x	✓	
• a copy of the contract;	✓	x	✓	
• information on the availability and scope of the Code and the requirement that distributors, retailers and electricity marketing agents comply with the Code;	✓	x	x	
• 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;	✓	x	✓	
• a meter identification number;	✓	x	x	
• a telephone number for enquiries;	✓	x	✓ Note: retailer must establish a 24 hour telephone service for customer enquiries and complaints relating to PPMs (r 140).	
• a telephone number for complaints;	✓	x	✓	

• the distributor's 24 hour telephone number for faults and emergencies;	✓	×	✓
• confirmation of the supply address and any relevant mailing address;	✓	×	×
• details of any concessions the residential customer may be eligible to receive;	✓	×	✓
• the amount of any concessions to be given to the residential customer;	✓	×	×
• information on the availability of multi-lingual services (in languages reflective of the retailer's customer base);	✓	×	✓
• information on the availability of TTY services;	✓	×	×
• advice on how the retailer may assist in the event the customer is experiencing payment difficulties or financial hardship;	✓	×	×
• advice on how to make a complaint to, or enquiry of, the retailer;	✓	×	✓
• details on external complaints handling processes including the contact details for the electricity ombudsman;	✓	×	✓
• general information on the safe use of electricity.	✓	×	×
A retailer must ensure that the following information is shown on or directly adjacent to a residential customer's pre-payment meter—			Note: additional obligation that PPM must display the current consumption information (in both KWh or MJ and \$AUD) (r 129).
• the positive or negative financial balance of the pre-payment meter within 1 dollar of the actual balance.	✓	×	✓
• whether the pre-payment meter is operating on normal credit or emergency credit;	✓	×	✓
• a telephone number for enquiries;	✓	×	×
• the distributor's 24 hour telephone number for faults and emergencies;	✓	×	×
• details of the recharge facilities.	✓	×	×
A retailer must give a pre-payment meter customer on request, at no charge, the following information—			
• total energy consumption;	✓	×	✓
• average daily consumption;	✓	×	✓
• 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.	✓	×	✓
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 address nominated by the pre-payment meter customer.	✓	×	✓ Note: information can also be provided verbally (r 128).

r. 131(1)(e): The retailer must provide its telephone number or numbers for complaints, enquiries and emergencies. **[Although does not cover 'faults']**
Note also r.140 - a retailer must establish and maintain an enquiry, complaints and emergency 24 hour telephone service.

Clause description	WA Code 9.4	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)	
If a pre-payment meter customer notifies a retailer that it wants to replace or switch the prepayment meter to a standard meter, the retailer must within 1 business day of the request—				
• send the information referred to in clauses 2.3. and 2.4 to the customer in writing or by electronic means.	✓	×	✓	The Code requirement to send specified information is more prescriptive than the obligation in NERR r. 145(1)(c) to make arrangements for the provision of information about, and a general description of, the customer retail contract options available to the customer.
• arrange with the relevant distributor to remove or render non-operational the pre-payment meter.	✓	×	✓	
• arrange with the relevant distributor to replace or switch the pre-payment meter to a standard meter.	✓	×	✓	
A retailer must not require payment of a charge for reversion to a standard meter if the prepayment 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.	✓	×	✓	
Where the pre-payment meter customer requests reversion of a pre-payment meter under subclause (1) after the date calculated in accordance with subclause (2), the pre-payment meter customer must pay the retailer's reasonable charge for reversion to a standard meter (if any). The retailer's obligations under subclause (1)—	✓	×	✓	
• if the customer is a residential pre-payment meter customer, are not conditional on the customer paying the retailer's reasonable charge; and	✓	×	✓	Note: prepayment meters are only available to small customers (see sections 1 and 33 of NERL).
• if the customer is not a residential pre-payment meter customer, may be made conditional on the customer paying the retailer's reasonable charge.	✓	×	×	
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 supply address—				
• for supply addresses located within the metropolitan area within 5 business days of receipt of the request; or	✓	×	×	
• for supply addresses located within the regional area within 10 business days of receipt of the request.	✓	×	×	
A retailer must send a notice in writing or by electronic means, to a residential pre-payment meter customer not less than 20 business days and not more than 40 business days prior to the expiry of the 3 month period calculated in accordance with subclause (2) advising the residential pre-payment meter customer of 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 (including providing the information referred to in clauses 2.3 and 2.4 to the residential pre-payment meter customer).	✓	×	✓ Note: timeframes are not less than 10 business days and not more than 20 business days (r 130).	Note: obligation under r. 130(4) require the retailer to give notice of 'options available' (less prescriptive than the information required in clauses 2.3 and 2.4 of the Code).
The information to be provided in subclauses (1) and (5) may be provided in writing to the prepayment meter customer at the pre-payment meter customer's supply address, another address nominated by the pre-payment meter customer or an electronic address nominated by the prepayment meter customer.	✓	✓	×	S. 319 of the NERL enables notices to be sent via email where the small customer has given explicit informed consent.

Clause description	WA Code 9.5	NERL	National Energy Retail Rules (NERR)
A retailer must not provide a pre-payment meter service at the supply address of a residential customer if the residential customer, or a person residing at the residential customer's supply address, requires life support equipment.	✓	✓	x
If a pre-payment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must, or must immediately arrange to—			Note: obligation on retailer to inform a customer of its obligations under the NERL (r 139).
• remove or render non-operational the pre-payment meter at no charge;	✓	✓	x
• replace or switch the pre-payment meter to a standard meter at no charge; and	✓	✓	x
• provide information to the pre-payment meter customer about the contract options available to the pre-payment meter customer.	✓	✓	x
If a retailer requests the distributor to revert a pre-payment meter, the distributor must revert the pre-payment meter at the customer's supply address as soon as possible and in any event no later than—	✓	x	x
• for supply addresses located within the metropolitan area—		x	x
- within 1 business day of receipt of the request, if the request is received prior to 3pm on a business day.	✓	x	x
- 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 in Western Australia;	✓	x	x
• for supply addresses located within the regional area—		x	x
- within 5 business days of receipt of the request, if the request is received prior to 3pm on a business day.	✓	x	x
- 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 in Western Australia.	✓	x	x

Clause description	WA Code 9.6	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)
A retailer must ensure that a pre-payment meter service—			
• only disconnects supply to the pre-payment meter customer—			
- between the hours of 9.00am and 2.00pm on a business day.	✓	x	✓ Note: timeframe is from 10am to 3pm (r 129).
- where the pre-payment meter has no credit left and the pre-payment meter customer has incurred a debt of \$20 or more for the supply of electricity from the pre-payment meter,	✓	x	x Note: emergency credit amount is average cost of 3 days electricity supply to within \$1; or other amount approved by the AER (r 129).
• is capable of informing the retailer of—			
- the number of instances where a pre-payment meter customer has been disconnected; and	✓	x	✓
- the duration of each of those disconnections referred to in paragraph (b)(i), at least every month,	✓	x	✓
• 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.	✓	x	✓
- as soon as possible after payment to the account has been made.	✓	x	x

Note: there is no threshold of \$20 or more under the NERR.

Note: r. 129(5) only refers to *self*-disconnection.

Clause description	WA Code 9.7	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)
A retailer must ensure that—			
• at least one recharge facility is located as close as practicable to a pre-payment meter, and in any case no further than 40 kilometres away;	✓	×	×
• a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days per week;	✓	×	✓
• 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	✓	×	Note: obligation to have a 24 hour, 7 days a week telephone service and electronic payment method for recharging PPMs (r 142).
• the minimum amount to be credited by a recharge facility does not exceed 10 dollars per increment.	✓	×	✓

Note: r. 142(1)(a) requires retailers to have a minimum of 2 locations that are 'readily accessible' to the customer but does not specify a kilometre range.

Note: r. 142(1)(a) requires that one of the locations be open between 9-5 any day of the week excluding Xmas day.

Clause description	WA Code 9.8	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)
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.	✓	×	✓ Note: obligation is that the PPM system has the capacity to deliver any rebate, concession or relief scheme to which the customer is entitled (r 129).

Clause description	WA Code 9.9	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)
Where a pre-payment meter customer requests that the whole or part of the pre-payment meter be tested, the retailer must, at the request of the customer, make immediate arrangements to—	✓	×	✓
• check the pre-payment meter customer's metering data;	✓	×	✓
• check or conduct a test of the pre-payment meter;	✓	×	✓
• arrange for a check or test by the responsible person for the meter installation at the pre-payment meter customer's connection point.	✓	×	✓
If a retailer requests the distributor to check or test a pre-payment meter, the distributor must check or test the pre-payment meter at the customer's supply address.	✓	×	×
A pre-payment meter customer who requests a check or test of the pre-payment meter must pay the retailer's reasonable charge for checking or testing the pre-payment meter (if any).	✓	×	✓
If a pre-payment meter is found to be inaccurate or not operating correctly following a check or test undertaken due to the customer's request, the retailer must—			Note: additional obligation to inform customer of dispute resolution processes (r 135).
• immediately arrange for the repair or replacement of the faulty pre-payment meter;	✓	×	✓
• correct any overcharging or undercharging in accordance with clause 9.11;	✓	×	✓
• refund the customer any charges paid by the customer pursuant to this clause for the testing of the pre-payment meter.	✓	×	✓

Clause description	WA Code 9.10	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)
Subject to the pre-payment meter customer notifying a retailer of the proposed vacation date, a retailer must ensure that a pre-payment meter customer can retrieve all remaining credit at the time the pre-payment meter customer vacates the supply address.	✓	x	✓
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 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—	✓	x	✓
• credited to the pre-payment meter customer's account; or	✓	x	✓
• repaid to the pre-payment meter customer.	✓	x	✓
If a retailer receives instructions to credit or repay the customer, the retailer must pay the amount in accordance with the pre-payment meter customer's instructions within 12 business days of receiving the instructions.	✓	x	x
If a retailer does not receive instructions from the customer regarding repayment/credit 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.	✓	x	✓
No interest shall accrue to a credit or refund.	✓	x	x
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 pre-payment meter has been found to be defective), the retailer must—			Note: obligation to inform the customer within 10 business days (r 137). The retailer can also bill a customer or make an agreed adjustment for charges for an unpaid amount due to illegal energy use (r 138).
• 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;	✓	x	✓ Note: the time limit is 9 months (r 137).
• 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;	✓	x	✓
• not charge the pre-payment meter customer interest on that amount or require the pre-payment meter customer to pay a late payment fee;	✓	x	✓
• offer the pre-payment meter customer time to pay that amount by means of an instalment payment 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.	✓	x	✓ Note: customer can also pay by an agreed adjustment to the charges in the prepayment system (r 137).
Where the amount to be credited/repaid is —			
• less than \$45, the retailer may ask the customer for instructions pursuant to subclause (2) regarding credit/repayment.	✓	x	x
• less than \$45, the retailer may credit the amount to the customer's account	✓	x	x

Note: r. 134 requires only that the contract explain how a small customer can obtain a refund of any remaining credit; there is no positive obligation to provide one.

Note: The obligation in r. 137(3)(b) is not quite the same: the retailer must 'provide details and an explanation of the amount to be recovered' - no separate item or special bill.

Clause description	WA Code 9.11	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)
Where a customer owes a debt to a retailer, the retailer may only adjust the tariff payable by a pre-payment meter customer to recover any amount owing at a maximum of \$10 on the first day and then at a rate of no more than \$2 per day thereafter, unless otherwise authorised by an applicable law.	✓	×	× Note: a retailer must not recover any repayments of a debt (other than due to undercharging or illegal use) by adjusting the charges in the PPM system. A retailer must also bill for other goods and services separately, and not recover payment by an adjustment of charges in the PPM system (r 144).

Clause description	WA Code 9.12	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)
A retailer must give reasonable consideration to a request by—			Note: obligation for retailer to keep records relating to customers with PPMs with payment difficulties (r 141).
• a residential pre-payment meter 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	✓	×	×
• a relevant consumer representative organisation,	✓	×	×
for a waiver of any fee payable by the customer to replace or switch a pre-payment meter to a standard meter.	✓	×	× Note: obligation is to not charge for conversion of a meter for a customer experiencing payment difficulties (r 145).
Notwithstanding its obligations under clause 6.10, a retailer must ensure that—	✓	×	×
• 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	✓	×	✓
• 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—	✓	×	✓ Note: obligation on retailer to offer to make arrangements for the removal of a PPM and installation of a standard meter (r 141).
• the information referred to in clauses 2.3 and 2.4 to the customer;	✓	×	✓
• information about the different types of meters available to the customer;	✓	×	✓
• information about and referral to relevant customer financial assistance programmes, and/or	✓	×	✓
• referral to relevant consumer representative organisations; and/or	✓	×	×
• information on independent financial and other relevant counselling services.	✓	×	✓
The information to be provided in subclause (2) 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 address nominated by the pre-payment meter customer.	✓	×	×

Note: the NERR obligation is the same as the previous Code obligation: 3 or more times in any 3-month period for longer than 240 minutes.

Note: r. 141(2)(c) requires the retailer to go further and offer to make arrangements for removal of the prepayment meter and installation of a standard meter at no cost.

But note s. 319 NERL in relation to notices.

Clause description	WA Code 9.13	National Energy Retail Law (NERL)	National Energy Retail Rules (NERR)
Subject to subclause (3), a pre-payment meter installed and operating immediately prior to the amendment date will be deemed to comply with the requirements of this Part 9 for a period of 48 months on and from the amendment date. For the avoidance of doubt, at the expiry of the 48 month period, this subclause (1) will no longer apply to the pre-payment meter and it must comply with the requirements of this Part 9.	✓	x	x
Subject to subclause (3), a pre-payment meter that is installed during the period commencing on the amendment date and ending on 31 December 2010 (inclusive) will be deemed to comply with clauses 9.7(1)(a) and 9.12 for a period of 48 months on and from the amendment date. For the avoidance of doubt, at the expiry of the 48 month period, this subclause (2) will no longer apply to the pre-payment meter and it must comply with the requirements of this Part 9.	✓	x	x
When a pre-payment meter covered by subclause (1) or subclause (2) is upgraded or modified for any reason (other than the initial installation), the modified or upgraded pre-payment meter must comply with the applicable requirements of Part 9.	✓	x	x