



ABN 20 009 454 111

Audit Report
Perth Energy Electricity Retail Licence Performance
Audit

September 2016

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Executive Summary

Perth Energy (PE or the licensee) hold an Electricity Retail Licence (ERL10) issued by the Economic Regulation Authority (the Authority) under Sections 7 and 15 of the Electricity Industry Act 2004 (WA) (the Act). The licence enables PE to sell electricity to customers in accordance with the licence conditions.

Section 13 of the Act require PE to provide the Authority with a report by an independent expert on the measures taken by the licensee to meet the performance criteria specified in the licence. In July 2016 PE commissioned Qualeng to carry out the performance audit of their licence compliance (the audit) for the period 1 July 2013 to 30 June 2016.

THE AUDIT

The audit was conducted through document review and meetings at the PE office.

The audit has been conducted and this report prepared in accordance with the "Authority's Audit and Review Guidelines: Electricity and Gas Licences (April 2014)" (the guidelines).

The evaluation of licence compliance was carried out through an assessment of the control environment, information system, control procedures, supporting documentation and compliance attitude.

THE REPORT

The report includes:

- (i) a summary of the objectives, the scope of the task and details of this audit,
- (ii) key findings and recommendations from this audit; and
- (iii) separately, a post audit implementation plan prepared by the licensee listing the audit recommendations and the responses and actions proposed by PE. The plan does not form part of the report and is provided separately to complete the documentation.

LICENSEE'S RESPONSE TO PREVIOUS AUDIT RECOMMENDATIONS

The audit considered the actions taken in response to the previous audit recommendations (for the period 1 July 2010 to 30 June 2013) and confirmed that

all previous audit recommendations had been completed or did not require any further action except for two:

- one was an opportunity for improvement for removing references to the customer charter from documentation; this has been added as a new recommendation;
- the other regarded the system documenting the time frame for responding to customer requests for connection and has been confirmed open in this audit and included in the current recommendations.

SUMMARY OF ISSUES AND RECOMMENDATIONS, PERFORMANCE AUDIT

During the audit the audit team made a number of findings of non-compliance and recommendations:

- use of an out of date / unapproved Standard Form Contract;
- missing provisions to the non-standard contract as per the Electricity Industry (Customer Contracts) Regulations 2005;
- missing customer verifiable consent;
- no provision of information relating to the safe use of electricity;
- inadequate customer communication with respect to meter testing and complaint handling in the context of bill reviews;
- bill due dates not consistent with terms and conditions of contracts;
- missing records and process details with respect to life support register maintenance; and
- not publishing reports in the timeframes required by the licence conditions.

The audit team also found the following opportunities for improvement:

- the control of compliance of the life support register with the Code of Conduct needs to be improved;
- missing process to notify Western Power of changes to the life support register in the timeframes required by the Code of Conduct;
- inadequate or missing document control;
- inadequate customer communication with respect to the Standard Form Contract and its applicability;
- missing reference to new connections and time frame requirements under the Code of Conduct;
- missing process details with respect to bill review and complaint handling timeframes and requirements.

AUDITOR'S OPINION, PERFORMANCE AUDIT

On completion of the performance audit, after assessment and testing of the licensee's control environment, risk assessment process, information system, control activities and monitoring, the audit team has formed the opinion that, during the audit period of 1 July 2013 to 30 June 2016, Perth Energy has:

- complied with the licence conditions apart from the non-compliances noted above;
- maintained an adequate control environment to ensure ongoing compliance apart from the non-compliances noted above;
- maintained the integrity of reporting to the Authority and other statutory organisations except for not publishing reports in the time frames required.

Throughout the audit the licensee's attitude towards compliance was always positive and cooperative.

POST AUDIT IMPLEMENTATION PLAN

The audit has resulted, where applicable, in findings and recommendations that require corrective actions by the Licensee.

The recommendations have been listed in the Post Audit Implementation Plan 2016. Responses including actions, responsibilities and dates for completion have been completed by the Licensee.

This report is an accurate representation of the findings and opinions of the auditors following the audit of the client's conformance to nominated Licence conditions. The audit is reliant on evidence provided by other parties and is subject to limitations due to the nature of the evidence available to the auditor, the sampling process inherent in the audit process, the limitations of internal controls and the need to use judgement in the assessment of evidence. On this basis Qualeng shall not be liable for loss or damage to other parties due to their reliance on the information contained in this report or in its supporting documentation.

The Post Audit Implementation Plan is a document prepared by the licensee in response to the recommendations provided by the audit. As it represents the licensee's views and actions it does not form part of the audit.

Approval

Representation	Name	Signature	Position	Date
Auditor:	M Zammit		Projects Director, Qualeng	17 October 2016
Auditor:	S Campbell		Lead Auditor, Qualeng	

Ref:	36/11	
Issue Status		
Issue No	Date	Description
1	29 September 2016	First Formal Issue
2	17 October 2016	Second Issue updated as per Authority's comments

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1 OBJECTIVES AND SCOPE OF AUDIT

1.1 BACKGROUND

Perth Energy Pty Ltd (PE or the licensee) retail electricity under the ERL10 Electricity Retail licence (the licence) granted by the Economic Regulation Authority (the Authority) on 30 June 2006 (Licence is at Version 5, 1 July 2015 as of the Audit period).

The licence has been issued under Sections 7 and 15 of the Electricity Industry Act 2004 (WA) (the Act) and enables the licensee to sell electricity to customers in accordance with the licence terms and conditions. The licence has been granted for the area noted in plan ERA-EL-107(B) (corresponding to the SWIS), in Western Australia.

PE has a Network Access Agreement (NAA) in place with Western Power (WP) for the supply of electricity to its customers.

Under the conditions of the licence, PE's systems are subject to independent performance audits at 24 month intervals or some other period as decided by the Authority. The performance audit is an audit of the effectiveness of measures taken by the licensee to meet the performance criteria specified in the licence.

Qualeng has been engaged by PE to conduct the performance audit (the audit) for the period 1 July 2013 to 30 June 2016. The audit has been conducted and this report prepared in accordance with the "Authority's Audit and Review Guidelines: Electricity and Gas Licences (April 2014)" (the guidelines).

1.2 AUDIT OBJECTIVES

The purpose of the performance audit is to:

- *Assess the effectiveness of measures taken by the licensee to meet the obligations of the performance and quality standards referred to in the licence.*

1.3 AUDIT SCOPE

1.3.1 Scope of Performance Audit

The scope of the performance audit is to audit the systems and the processes to assess their effectiveness in ensuring compliance with the standards, outputs and outcomes required by the licence, in detail:

- Assess the effectiveness of systems and procedures and the adequacy of internal controls;
- Consider performance against standards prescribed in the licence;
- Provide assurance of compliance to systems and procedures, existence of control and system outputs / records;

- Verify completeness and accuracy of performance reporting to the Authority;
- Verify compliance with any individual licence conditions.

In addition, the performance audit will review the actions taken to address the issues and recommendations identified during the previous audit.

1.4 AUDIT PERIOD

The audit covers the period 1 July 2013 to 30 June 2016. The audit was carried out between August and September 2016. The audit follows the previous audit carried out for the period 1 July 2010 to 30 June 2013.

1.5 AUDIT METHODOLOGY

The audit followed the methodology defined in the Authority's guidelines including:

- Review of documentation;
- Preparation of the audit plan, risk assessment and system analysis;
- Fieldwork including the document review and meetings;
- Reporting.

These activities were supported by additional investigations to further clarify aspects of the procedures.

The audit plan was prepared which outlined the objectives, scope, risk assessment, system analysis, fieldwork plan, the report structure, key contacts and auditing staff.

The audit adopted a risk based approach where a preliminary risk and materiality assessment was carried out. The risks resulting from lack of controls (inherent risks) and the strength of existing controls to mitigate the inherent risks were rated and audit priority assigned based on the above. Tests were also defined for each licence condition to assess the compliance and effectiveness of the current process with sampling ranging from review of 100% of documentary evidence supported by interviews of relevant staff and walkthrough of procedures to light sampling of relevant outputs supported by review of procedures and discussion with relevant staff.

1.6 LICENSEE'S REPRESENTATION

Licensee representatives that participated in the audit meetings or were requested to clarify aspects of the licensee's operation were:

From Perth Energy:

- Patrick Peake, General Manager HSEQ, Risk & Compliance
- Vinod Tiwari, General Manager Sales & Marketing
- Etienne Quayle, Account Manager
- Fiona Smith, Project Administrator

1.7 LOCATIONS VISITED

The following facilities were visited during the audit:

- PE Pty Ltd office at 221 St Georges Terrace, Level 24, The Forrest Centre, Perth WA 6000.

1.8 AUDIT TEAM

A summary of the auditing resources utilised in the performance of the audit is listed below.

Item	Resource	Description	Hours
1	M Zammit	Project Director and Auditor	68
2	S Campbell	Senior Engineer / Lead Auditor, Document Reviewer and Verifier	74
3	Support staff	Document control	-

1.9 KEY DOCUMENTS AND INFORMATION

Main documents accessed by the auditors are listed in Appendix A.

1.10 LIMITATIONS AND QUALIFICATIONS

An audit provides a reasonable level of assurance on the effectiveness of control procedures, however there are limitations due to the nature of the evidence available to the auditor, the sampling process inherent in checking the evidence, the limitations of internal controls and the need to use judgement in the assessment of evidence.

As noted above, due to the sampling process, the nature of the evidence available to the auditor, the limitations of internal controls and the need to use judgement in the assessment of evidence there are limitations in the level of accuracy that can be obtained in the audit and errors and non-compliances may remain undetected.

The Post Audit Implementation Plan (PAIP) is a document prepared by the licensee in response to the recommendations provided by the audit. As it represents the licensee's views and actions it does not form part of the audit and is provided separately in accordance with the guidelines.

1.11 ABBREVIATIONS

Act	Electricity Industry Act 2004 (WA)
AS	Australian Standard
Authority	Economic Regulation Authority
CEO	Chief Executive Officer

CMP	Crisis Management Plan
CTR	Customer Transfer Request
Code of Conduct	Code of Conduct for the Supply of Electricity to Small Use Customers
DB	Database
DMS	Document Management System
EC	Effectiveness Criteria
ESA	Electricity Supply Agreement
FY	Financial Year
guidelines	Authority's Audit and Review Guidelines: Electricity and Gas Licences (April 2014)
HR	Human Resources
IMO	Independent Market Operator
KPI	Key Performance Indicator
NA	Not Applicable
NAA	Network Access Agreement
NMI	National Meter Identifier
NP	Not Performed
NR	Not Rated
OFI	Opportunity for Improvement
OHSE	Occupational Health, Safety and Environmental
PAIP	Post Audit Implementation Plan
PE	Perth Energy Pty Ltd
SLA	Service Level Agreement
SWIS	South West Interconnected System
WP	Western Power
YTD	Year to Date

2 KEY FINDINGS AND RECOMMENDATIONS

2.1 LICENSEE'S RESPONSE TO PREVIOUS AUDIT RECOMMENDATIONS

Table 1 – Previous Audit Non-Compliances and Recommendations shows the previous review (2013) findings and recommendations, proposed actions by the licensee, dates and responsibility, updated status if available and verification of actions carried out in the current audit.

Table 1 – Previous Audit Non-Compliances and Recommendations

Table of Previous Non Compliances and Audit Recommendations				
A Resolved before end of previous audit period				
Reference (No./ year)	Compliance rating/Legislative Obligation/details of the issue	Auditors' Recommendation	Date Resolved	Further action required (Yes/No/Not Applicable) & Details of further action required including current recommendation reference if applicable
	Nil			
B Resolved during current audit period				
Reference (No/ Year)	(Compliance rating/ Legislative Obligation / Details of the issue)	Auditors' Recommendation or action taken	Date resolved	Further action required (Yes/No/Not Applicable) Details of further action required including current recommendation reference if applicable
1/2013	<p>18</p> <p>Electricity Industry Customer Transfer Code clause 3.9(3)</p> <p>A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.</p> <p>In general, the organisation maintains copies of verifiable consent on the Customer Files. However, there were 2 customers from the sample reviewed that did not have verifiable consent on file.</p>	<p>Implement the RFQ form through the sales team. Ensure that the requirement for verification of consent is fulfilled and maintained on the Customer Files.</p> <p>Action: Sales Acquisition process has been reviewed with the sales team.</p> <p>An RFQ form is required to be completed by the customer prior to commencing the quotation process.</p> <p>Data is not requested or provided to third parties without written consent from the customer.</p>	1/11/2013	No

2/2013	<p>82 Electricity Industry (Customer Contracts) Regulations 2005 regulation 8</p> <p>Description of goods and services</p> <p>A customer contract must give an exact description of the goods and services that the retailer will provide under the contract.</p> <p>PE non-standard contract does not give an exact description of the goods and services.</p>	<p>It is understood organisation currently reviewing its ESA, inclusion of this requirement could be considered.</p> <p>Action: PE's new non-Standard contract has an updated clause regarding this provision.</p>	1/12/2013	No
3/2013	<p>105 Electricity Industry Act section 17(1)</p> <p>A licensee must pay to the Authority the prescribed licence fee within one month after the day of grant or renewal of the licence and within one month after each anniversary of that day during the term of the licence.</p> <p>Authority Invoice ERA240 (issued on 9 June 2011) and paid 29 July 2011.</p>	<p>Consideration could be given to inclusion in budget allocation to ensure funds dispensed prior to 26 July or other such means that would provide a proactive trigger for payment.</p> <p>Action: PE has made future accruals based on the most recent invoice for the Authority.</p>	1/11/2013	No
4/2013	<p>Retail Licence condition 15.2</p> <p>A licensee must, unless otherwise notified in writing by the Authority, review the customer service charter within the timeframe specified, and submit to the Authority the results of that review within 5 days after it is completed.</p> <p>The Authority has removed the requirement for electricity and gas retailers and distributors to produce and review a customer service charter. It is noted that reference to the customer service charter is still made on the Perth Energy Website and their bills in the additional information section. (OFI)</p>	<p>Consideration could be given to removing the reference from the website and customer bills. (OFI)</p> <p>Action: PE no longer maintains a customer service charter. Reference to the Charter has been removed from the customer bill.</p>	21/01/2014	Yes – remove any remaining references to the Customer Service Charter throughout all current PE documents. Examples include: Account Management Procedure, Billing Procedures Overview and Standard Form Contract (OFI). (Refer to Recommendation 25/2016)
5/2013	<p>147 Code of Conduct clause 3.1(2)</p>	<p>The specific requirements regarding time frames could be addressed as part of PE sales procedures and included in the</p>	NA	Yes, refer to recommendation as per obligation 144 (OFI).

	<p>Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.</p> <p>The sales team confirmed that as soon as contracts are signed they are acted upon. However, currently, there is no system established which allows determination as to whether the request was received before or after 3pm. It is noted that the contract specifies date of commencement. (OFI)</p>	<p>Business System Manual. (OFI)</p> <p>Action: No Action Taken. Contracts are generally returned by email/fax prior to the commencement of the contract. The CTR would be completed on receipt of the signed contract, or as agreed between the parties.</p>		
6/2013	<p>158</p> <p>Code of Conduct clause 4.5(1)</p> <p>Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in subclause 4.5(1) on the customer's bill.</p> <p>It is noted that with respect to item (l) in the revised code, the requirement that if "if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a customer;" could be better detailed on the invoice. (OFI)</p>	<p>Consideration could be given to amending the statement on the Bills to ensure the percentage charged is detailed clearly on the bill and not just in the customer contract. (OFI)</p> <p>Action: No Action Taken.</p> <p>PE has taken this into consideration; however we feel that this is not viable at the moment as the "additional fees" may vary on customer by customer basis.</p>	NA	No
7/2013	<p>276</p> <p>Code of Conduct clause 10.3A</p> <p>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 and under any other legislation in Western Australia including the amount of the payment and the eligibility criteria for the payment.</p> <p>The licensee could not confirm compliance with this</p>	<p>The organisation could consider updating Customer Service procedures to ensure compliance with this requirement. (OFI)</p> <p>Action: A letter has been sent to all Small Use Customers regarding retailer and distributors obligations to make payments to the customer under Part 14 and any other legislation.</p> <p>This will be reviewed and sent</p>	1/2/2014	No

	requirement during the audit period.	on an annual basis to all Small Use Customers.		
8/2013	<p>288 Code of Conduct clause 10.10(2) A retailer and distributor must make electronic copies of the Code of Conduct available, at no charge, on their web sites.</p> <p>The licensee has a link to the code of conduct on their website under About Us->Retail Licences. Consideration could be given to including this in the FAQs section to facilitate ease of discovery. (OFI)</p>	<p>Moving the Code of Conduct link to FAQ section of the website to facilitate ease of locating it could be considered. (OFI)</p> <p>Action: We have updated the website. There is now a link to the Code of Conduct under the Customer Information tab, along with links to other documents that customers may find helpful.</p>	27/9/2013	No
C Unresolved at end of current audit period				
Refer ence (No/ Year)	(Compliance rating/ Legislative Obligation / Details of the issue)	Auditors' Recommendation	Further action required (Yes/No/Not Applicable) Details of further action required including current recommendation reference if applicable	
	Nil			

2.2 AUDIT SUMMARY

The performance audit summary is provided in this section.

2.2.1 Performance Audit Compliance Summary

The performance audit is summarised below in Table 2. The table lists the compliance rating for each licence condition using the two-dimensional rating scale described in Table 3.

Each obligation is rated for both the adequacy of existing controls and the compliance with the relevant licence obligation.

Table 2: Audit Obligation Ratings

Compliance Licence Condition	Compliance Licence Condition	Audit Priority Applied (1=Highest 5=Lowest)	Adequacy of Controls Rating (Refer to the 4-point rating scale in Table 3 for details) (NP = Not Performed)					Compliance Rating (Refer to the 4-point rating scale in Table 3 for details)			
			A	B	C	D	NP	1	2	3	4
2	Grant of licence	5	✓					✓			
3	Term	5	✓					✓			
4	Fees	5	✓					✓			
5	Compliance	4		✓					✓		
6	Transfer of licence	5					NR				
7	Cancellation of licence	5					NR				
8	Surrender of licence	5					NR				
9	Renewal of licence	5					NR				
10	Amendment of licence (licensee)	5					NR				
11	Amendment of licence (Authority)	5					NR				
12	Accounting records	4	✓					✓			
13	Individual performance standards						NA				
14	Performance audit	4	✓					✓			
15	Reporting a change in circumstances	4					NR				
16	Provision of information	5	✓					✓			
17	Publishing information	5					NR				
18	Notices	5	✓					✓			
19	Review of the Authority's decisions	5					NR				
20	Asset Management System						NA				
21	Approved Scheme	5	✓					✓			
22	Determination of Default Supplier						NA				
23	Marketers	4					NR				

Compliance Licence Condition	Compliance Licence Condition	Audit Priority Applied (1=Highest 5=Lowest)	Adequacy of Controls Rating (Refer to the 4-point rating scale in Table 3 for details) (NP = Not Performed)					Compliance Rating (Refer to the 4-point rating scale in Table 3 for details)			
			A	B	C	D	NP	1	2	3	4
24	Customer Contracts	5					NR				
25	Amending the Standard Form Contract	5		✓					✓		
26	Directions by the Authority	5					NR				
27	Supplier of Last Resort						NA				
28	Notification of Default Supply	5					NR				
29	Priority Restoration Register						NA				

Note: Where obligations have not been rated (NR), reasons for the lack of rating are provided in Table 4 - Performance Audit Observations, Findings and Recommendations.

Table 3: Audit compliance and controls rating scales

Performance audit compliance and controls rating scales	
Adequacy of Controls Rating	
Rating	Description
A	Adequate controls – no improvement needed
B	Generally adequate controls - some improvement needed
C	Inadequate controls - significant improvement required
D	No control evident
Compliance Rating	
Rating	Description
1	Compliant
2	Non-compliant– minor impact on customers or third parties
3	Non-compliant – moderate impact on customers or third parties
4	Non-compliant – major impact on customers or third parties

2.3 OBSERVATIONS AND FINDINGS

The observations and findings of the performance audit are reported in Table 4.

The tables include all findings, observations and recommendations and rate PE's overall compliance and adequacy of controls for each licence obligation in accordance with the Authority's requirements. The guidelines rating definitions are reproduced in Table 3 for the performance audit.

In regard to the performance audit, where appropriate or where the compliance obligation has been rated as C, D, 2, 3 or 4 recommendations are made to address the issue(s) that have resulted in that rating. Optionally, recommendations to address opportunities for improvement (for items rated A, B or 1) may also be included in the audit report.

The licensee's corrective actions are included in the separate Post Audit Implementation Plan (PAIP).

2.4 PERFORMANCE AUDIT FINDINGS AND OBSERVATIONS

Key findings and recommendations arising from the performance audit are listed against their licence obligation in the following table.

KEY TO FINDINGS AND RECOMMENDATIONS

Key	Description
▶	Finding
1. Text	Recommendations
[OFI]	Opportunity for Improvement

Key	Applicable	Description
Licence Grant Date		The licence was granted on the 30 June 2006.
Start of operation		As above

Table 4 - Performance Audit Observations, Findings and Recommendations

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
L1	CI 2	Grant of Licence The licensee is granted a licence for the licence area to sell electricity to customers in accordance with the terms and conditions of this licence.	The licensee has identified licence boundaries which correspond to licence information. There has been no change in licence boundaries during the audit period. The licensee is retailing electricity in accordance with the conditions of the licence.	5	A	1	
L2	CI.2 (Sch1)	Licence Area The licence area is the area as set out in plan ERA-EL-107(B)	The licensee has identified the licence area and the licence boundaries which correspond to the licence information.	5	A	1	
L3	CI 3	Term Licence commences on the commencement date (30 June 2006) and continues until the earlier of: (a) the cancellation of the licence (clause 7) (b) surrender of licence (clause 8) (c) expiry (29 June 2021)	The licence has been maintained during the audit period. There have been no changes to the licence such as cancellation, surrender or expiry during the audit period.	5	A	1	
L4	CI 4.1	Fees Standing charges: assessment and payment ERA (Licensing Funding) Regulations 2014 clause 8(2) The amount specified in the notice is payable to the Authority within 30 days after the day on which the notice was issued.	Standing charges commenced in 2015. (EVIDENCE of payment has been viewed: <ul style="list-style-type: none"> • Payment by PE of ERA 100382 on 24 Jul 2015. • Payment by PE of ERA 100495 on 18 Sep 2015. • Payment by PE of ERA 100595 on 11 Dec 2015. • Payment by PE of ERA 100658 on 8 Mar 2016. • Payment by PE of ERA 100750 on 31 May 2016.) 	5	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
Section 8 - Type 1 Reporting Obligations for all Licence Types							
234.	CI 5	Code of Conduct clause 7.6 Subject to subclause 7.6(3), a retailer or distributor must comply with the limitations specified in clause 7.6 when arranging for disconnection or disconnecting a customer's supply address.	No disconnections were made by Perth Energy (PE) while a complaint was active or in progress during the audit period. Of the examples reviewed, disconnections (generally for non-payment) were made either before a complaint had been officially lodged or after the complaint had been considered officially closed. PE suspends accounts while a complaint is in progress to prevent disconnection from occurring. The Account Management Procedure refers to this clause directly. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: PE Account Management Procedure)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
235.	CI 5	Code of Conduct clause 7.7(1) Where 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 comply with subclause 7.7(1).	<p>PE maintains a register of customer supply addresses and contact details associated with life support requirements.</p> <p>The Schedule of Standard Terms and Conditions details Back Up Supply and Customer Information. Customers are obligated to notify PE of a person's life support contact details (with medical practitioner substantiation) and when they no longer reside at the site.</p> <p>Customers requiring life support complete a life support equipment registration form, which includes an area where customers must nominate their life support equipment type.</p> <p>▶ The register does not include details of the life support equipment required by each customer, as per the registration form requirements. Accordingly, the audit could not confirm that these details were being maintained, despite being requested from customers.</p> <p>(EVIDENCE: Perth Energy Life Support Equipment on WP Register 2016) (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: Life Support Equipment Registration)</p>	4	B	2	<p>1. Ensure the life support register is fully compliant with the revised Code of Conduct, effective 1 July 2016.</p>

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
236	CI 5	Code of Conduct clause 7.7(2) Where a customer registered with a retailer under subclause 7.7(1) notifies the retailer of a change of the customer's supply address or contact details the retailer must undertake the actions specified in subclause 7.7(2).	▶ There is no documented process to notify Western Power (WP) of changes to the register in the timeframes required by the Code.	4	B	1	2. [OFI] Document process to ensure Western Power (WP) is notified of additions / changes to the life support equipment register as per Code timeframes.
257.	CI 5	Code of Conduct clause 9.5(1) A retailer must not provide a pre-payment meter service at a pre-payment meter customer's supply address if the customer provides the retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the address requires life support equipment. The retailer must, or must immediately arrange to, remove or render non-operational the pre-payment meter at no charge; replace or switch the pre-payment meter to a standard meter at no charge; and provide information to the pre-payment meter customer about the contract options available to the customer.	Not Applicable Pre-payment meters are not used by PE.	NA	NA	NA	
Section 9 - Electricity Industry Customer Transfer Code – Licence Conditions and Obligations							
6.	CI 5	Electricity Industry Customer Transfer Code clause 3.2(2) A retailer must submit a separate data request for each exit point unless otherwise agreed.	All data requests must be made via the WP portal by NMI (or each exit point) – there is no alternative when using the WP portal. (EVIDENCE: PE Sales Process Procedure and Checklist: RFP to CTR)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
7.	CI 5	Electricity Industry Customer Transfer Code clause 3.4(1) A retailer, unless otherwise agreed, must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day.	The electronic WP portal is the only system used for data requests – it limits the number of requests per day to 20, unless allowed or overridden by WP on request.	4	A	1	
8.	CI 5	Electricity Industry Customer Transfer Code clause 3.5(3) A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the network operator provides the historical consumption data.	Verifiable consent is sought and maintained through a Request for Quotation Form. There were no examples of verifiable consent being withdrawn by customers during the audit period. (EVIDENCE: Perth Energy Electricity & Gas Supply Request for Quotation Form) (EVIDENCE: PE Sales Process Procedure and Checklist: RFP to CTR)	4	A	NR	
9.	CI 5	Electricity Industry Customer Transfer Code clause 3.6(2) A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a withdrawn request for historical consumption data.	There were no examples of verifiable consent being withdrawn by customers during the audit period.	4	NP	NR	

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16.	CI 5	Electricity Industry Customer Transfer Code clause 3.9(1) A retailer may only use data relating to a contestable customer to provide a contestable customer with a quotation for the supply of electricity by the retailer to the contestable customer or to initiate a transfer in relation to the contestable customer.	PE has in place a privacy policy and information security policy. In addition, employees are bound by confidentiality agreements. ▶ The Perth Energy Information Security Policy has inadequate document control. PE is currently working on standardising document control and updating all documents in accordance with a Document Control Procedure. (EVIDENCE: Perth Energy Privacy Policy, Rev. 2) (EVIDENCE: Perth Energy Information Security Policy)	4	B	1	3. [OFI] Review document control in accordance with PE's Document Control Procedure as part of the current work in progress.
17.	CI 5	Electricity Industry Customer Transfer Code clause 3.9(2) A retailer must not aggregate a contestable customer's historical consumption data with that of other contestable customers for the purposes of internal business development, if requested not to do so by the customer.	PE did not aggregate contestable customer data for internal business development during the audit period.	4	NP	NR	
18.	CI 5	Electricity Industry Customer Transfer Code clause 3.9(3) A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.	Disclosure of a contestable customer's data to third parties is as per the verifiable consent provided by customers under the request for quotation form. (EVIDENCE: Release of Information Consent Form, 15/1/15)	4	A	1	

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19.	CI 5	Electricity Industry Customer Transfer Code clause 3.9(4) A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	PE retains copies of all verifiable consent received for at least two years. (EVIDENCE: Release of Information Consent Form, 15/1/15)	4	A	1	
23.	CI 5	Electricity Industry Customer Transfer Code clause 4.2(2) A retailer must submit a separate customer transfer request for each exit point unless otherwise agreed.	All customer transfer requests must be made via the WP portal by NMI (or each exit point) – there is no alternative when using the WP portal. ▶ The "PE Sales Process Procedure and Checklist: RFP to CTR" has inadequate document control. PE is currently working on standardising document control and updating all documents in accordance with a Document Control Procedure. (EVIDENCE: PE Sales Process Procedure and Checklist: RFP to CTR) (EVIDENCE: PE Document Control Procedure, 26/7/16)	4	B	1	As per Opportunity for Improvement 3.
24.	CI 5	Electricity Industry Customer Transfer Code clause 4.3 A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer which submitted the customer transfer request or to reverse an erroneous transfer.	All customer transfer requests must be made via the WP portal and are governed by the requirements of the system; this is a required field.	4	A	1	

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25.	CI 5	Electricity Industry Customer Transfer Code clause 4.4(1) A retailer may only submit a customer transfer request if it has an access contract for the network, unless it is to reverse an erroneous transfer.	PE has in place a valid access contract with WP, extended to 2018 during the audit period.	4	A	1	
26.	CI 5	Electricity Industry Customer Transfer Code clause 4.4(2) A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	Not Rated – No erroneous transfer reversals were requested during the audit period.	4	NP	NR	
27.	CI 5	Electricity Industry Customer Transfer Code clause 4.5(1) A retailer, unless otherwise agreed, must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date.	The electronic WP portal is the only system used for Customer Transfer Requests (CTR) – by design; it limits the maximum number of CTRs that can be lodged each day.	4	A	1	
28	CI 5	Electricity Industry Customer Transfer Code clause 4.6(3) A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	Verifiable consent is sought and maintained through non-standard contracts. These are checked prior to any CTRs being lodged with WP. There were no examples of verifiable consent being withdrawn by customers during the audit period. (EVIDENCE: PE Sales Process Procedure and Checklist: RFP to CTR)	4	A	NR	

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29.	CI 5	Electricity Industry Customer Transfer Code clause 4.7 A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	All customer transfer requests must be made via the WP portal – the system will reject CTRs outside of the specified timeframes.	4	A	1	
30.	CI 5	Electricity Industry Customer Transfer Code clause 4.8(2) A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	There were no examples of a CTR being withdrawn and incurring costs during the audit period.	4	NP	NR	
34.	CI 5	Electricity Industry Customer Transfer Code clause 4.9(6) A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	As required by the circumstances of CTRs, PE works with WP on changes to nominated transfer dates.	4	A	1	
39.	CI 5	Electricity Industry Customer Transfer Code clause 4.11(3) A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	Not Rated – All meters read on the nominated transfer date during the audit period.	4	NP	NR	
40.	CI 5	Electricity Industry Customer Transfer Code clause 4.12(3) The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	Not Rated - No changes to the access contract made as per the requirements of this clause.	4	NP	NR	

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43.	CI 5	Electricity Industry Customer Transfer Code clause 4.15 In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and the independent market operator if applicable) must act in good faith to ensure that the rights and obligations of the affected contestable customer are as they would have been had the erroneous transfer not occurred.	As these situations arise, PE aim to leave customers as unaffected as possible. A review of PE's Customer Complaints Registers over the audit period did not have evidence to suggest that customer rights and obligations were not being observed. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: PE Sales Process Procedure and Checklist: RFP to CTR)	4	A	1	
44.	CI 5	Electricity Industry Customer Transfer Code clause 4.16 An incoming retailer must retain a copy of a verifiable consent given by a contestable customer in relation to the lodgement of a customer transfer request for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	PE retains copies of all verifiable consent received for at least two years. (EVIDENCE: Release of Information Consent Form, 15/1/15)	4	A	1	
45.	CI 5	Electricity Industry Customer Transfer Code clause 4.17 A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	Billing ceases once meter reads from WP stop being received by PE, which occurs as soon as a CTR is processed.	4	A	1	
48.	CI 5	Electricity Industry Customer Transfer Code clause 5.1(4) A network operator and a retailer must comply with approved communication rules.	Communication rules are part of standard PE team training. No breaches noted during the audit period.	4	A	1	

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49.	CI 5	Electricity Industry Customer Transfer Code clause 6.2 A licensee's notice in relation to a data request or customer transfer request must identify the exit point to which it relates.	All customer transfer or data requests must be made via the WP portal by NMI (or each exit point) – there is no alternative when using the WP portal.	4	A	1	
52.	CI 5	Electricity Industry Customer Transfer Code clause 6.4(1) A retailer must notify its contact details to a network operator within three business days of a request.	Not Rated – There were no requests made by WP for PE's contact details.	4	NP	NR	
53.	CI 5	Electricity Industry Customer Transfer Code clause 6.4(2) A retailer must notify any change in its contact details to a network operator at least three business days before the change takes effect.	PE changed office address on 30 March 2015 and advised WP in writing on 24 March 2015. (EVIDENCE: Office Relocation Notice Letter, 24 March 2015)	4	A	1	
54.	CI 5	Electricity Industry Customer Transfer Code clause 6.6 A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with Annex 6.	PE exclusively uses the WP portal for all customer based requests that require electronic communication. The WP portal complies with the protocols required by the Code, including automated response messaging and availability.	4	A	1	
55.	CI 5	Electricity Industry Customer Transfer Code clause 7.1(1) For a dispute in respect of a matter under or in connection with the Electricity Industry Customer Transfer Code, any disputing party must meet within five business days of a request from another disputing party and attempt to resolve the dispute by negotiations in good faith.	Not Rated – There were no disputes relating to the Code during the audit period.	4	NP	NR	

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56.	CI 5	Electricity Industry Customer Transfer Code clause 7.1(2) If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute by negotiations in good faith.	Not Rated as per obligation 55.	4	NP	NR	
57.	CI 5	Electricity Industry Customer Transfer Code clause 7.1(3) If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	Not Rated as per obligation 55.	4	NP	NR	
58.	CI 5	Electricity Industry Customer Transfer Code clause 7.2(4) A disputing party that refers a dispute to the Authority must give notice to the Authority of the nature of the dispute, including specified details.	Not Rated as per obligation 55.	4	NP	NR	
59.	CI 5	Electricity Industry Customer Transfer Code clause 7.3(2) A disputing party must at all times conduct itself in a manner which is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	Not Rated as per obligation 55.	4	NP	NR	

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68.	CI 5	Electricity Industry Customer Transfer Code Annex 6 clause A6.2(a) A network operator and a retailer must use reasonable endeavours to ensure that its information system on which electronic communications are made is operational 24 hours a day and 7 days a week.	As per obligation 54, no significant outages were noted during the audit period.	4	NP	NR		
69.	CI 5	Electricity Industry Customer Transfer Code Annex 6 clause A6.2(b) A network operator and a retailer must establish a mechanism to generate an automated response message for each electronic communication (other than an automated response message) received at the electronic communication address.	As per obligation 54, an automated response messaging system is part of the WP portal. (EVIDENCE: Screen captures showing the WP portal process information for CTRs)	4	A	1		
70.	CI 5	Electricity Industry Customer Transfer Code Annex 6 clause A6.6 The originator of an electronic communication must identify itself in the communication.	As per obligation 69.	4	A	1		
71.	CI 5	Electricity Industry Customer Transfer Code Annex 6 clause A6.7 The originator of an electronic communication must use reasonable endeavours to adopt a consistent data format for information over time, to facilitate any automated processing of the information by the addressee.	The format of WP portal data has remained fairly consistent throughout the audit period.	4	A	1		
		Section 10 - Electricity Industry (Obligation to Connect) Regulations – Licence Conditions and Obligations	Not Applicable – Section 10 of the Electricity Compliance Reporting Manual contains Licence Conditions and Obligations relating to Electricity Industry ‘Obligation to Connect’ Regulations. This section is not applicable to Retail Licence holders.					

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
Section 11 - Electricity Industry (Customer Contracts) Regulations – Licence Conditions and Obligations							
78.	C5.1	<p>Electricity Industry Act section 51</p> <p>Electricity Industry (Customer Contracts) Regulations 2005</p> <p>Where the licensee supplies electricity under a standard form contract, the standard form contract must comply with the licensee's approved standard form contract on the Authority's website.</p>	<p>PE's website published Standard Form Electricity Contract 2016/17 (PESFEC08/16) is different to the version published on the Authority website (https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts) – we understand the only material difference is the change in registered office.</p> <p>▶ The version of Standard Form Electricity Contract published on the PE website may not be the Authority approved Standard Form Electricity Contract.</p> <p>(EVIDENCE: Standard Form Electricity Contract 2016/17 (PESFEC08/16))</p>	4	B	2	<p>4. PE to confirm differences between the two published versions of Standard Form Contract and ensure the Authority publishes and approves the most recent Standard Form Contract, as published on the PE website. Confirm procedures are in place to advise and have approved by the Authority any and all changes to the Standard Form Contract.</p>
79.	C5.1	<p>Electricity Industry (Customer Contracts) Regulations 2005, regulation 5</p> <p>A nonstandard contract must be in a format that is easy to read and expressed in clear, simple and concise language.</p>	<p>Despite some customers having the option of a Standard Form Electricity Contract, all PE's customers opt for non-standard contracts.</p> <p>These comprise a template Electricity Supply Agreement (ESA) and Schedule of Standard Terms and Conditions that comply with the requirements.</p> <p>(EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms)</p> <p>(EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)</p>	4	A	1	

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80.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 6 A nonstandard contract must specify when it comes into effect and the period for which it has effect.	The Schedule of Standard Terms and Conditions refers to a Contract Start Date and Contract End Date. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	A	1	
81.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 7 A nonstandard contract must specify certain information about the retailer.	The template Electricity Supply Agreement (ESA), together with the Small Use Customer Information Pack contains the requisite information. As part of each ESA, customers must declare and confirm (by signature) that they have read the Small Use Customer Information Pack. (EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms) (EVIDENCE: PE Small Use Customer Information Pack)	4	A	1	
82.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 8 A nonstandard contract must give an exact description of the goods and services the retailer will provide under the contract.	The Schedule of Standard Terms and Conditions details the supply of electricity. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	A	1	
83.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 9 A nonstandard contract must require the customer to pay for electricity supplied under the contract.	The Schedule of Standard Terms and Conditions details the electricity charge. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	A	1	

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84.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 10 A nonstandard contract must prohibit the customer from tampering with or bypassing network equipment or allowing any other person to do so.	<p>▶ The non-standard contract does not explicitly include provisions relating to this Regulation.</p> <p>(EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms) (EVIDENCE: PE Small Use Customer Information Pack)</p>	4	B	2	5. Update the Schedule to Electricity Supply Agreement, Standard Terms and Conditions for compliance with the Regulations.
85.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 11 A nonstandard contract must describe the circumstances where a retailer has the right to disconnect supply and is required to reconnect supply.	<p>The Schedule of Standard Terms and Conditions details disconnection and reconnection circumstances.</p> <p>(EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)</p>	4	A	1	
86.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 12 A nonstandard contract must require the retailer to deal with security deposits and the payment of interest in the manner specified.	<p>The Schedule of Standard Terms and Conditions details security requirements at PE's request.</p> <p>▶ The non-standard contract does not sufficiently detail security deposits and the payment of interest as required by the Regulations.</p> <p>(EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)</p>	4	B	2	As per recommendation 5.

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87.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 13 A nonstandard contract must describe the retailer's obligations in relation to the provision of prices and tariff information.	The Schedule of Standard Terms and Conditions details electricity and other charges. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	A	1	
88.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 14 A nonstandard contract must describe the procedures to be followed by the retailer in relation to the preparation, issue and review of customer bills.	The Schedule of Standard Terms and Conditions details invoices and payment, which encompasses bill reviews, adjustments and disputes. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	A	1	
89.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 15 A nonstandard contract must describe the matters relating to the termination of the contract specified in the regulation.	The Schedule of Standard Terms and Conditions details default and termination. The Small Use Customer Information Pack identifies the 10 day cooling-off period available to customers. ▶ There is no explicit reference in the Schedule of Standard Terms and Conditions to the requirements of subclauses (4), (5) and (6), which refer to the operation of cooling off periods in cases of overlapping contracts. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: PE Small Use Customer Information Pack)	4	B	2	As per recommendation 5.

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90.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 16 and 34 A nonstandard contract must inform the customer that the provisions of the contract may be amended without the customer's consent and describe the process for amendment of the contract including requirements for approval and the way in which the amendment will be published. The nonstandard contract must require the retailer to notify the customer of any amendment to the contract.	The Schedule of Standard Terms and Conditions includes process descriptions for changes in regulatory charges and change in law circumstances. ▶ There is no obligation in PE contract terms and conditions for PE to notify the customer of contract amendments as required by the Regulations. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	B	2	As per recommendation 5.
91.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 17 A nonstandard contract must deal with the assignment of rights and obligations including assignment without the customer's consent.	The Schedule of Standard Terms and Conditions details assignment of rights and obligations without the customer's consent. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	A	1	
92.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 18 A nonstandard contract must describe the procedures to be followed by the retailer in responding to a complaint made by the customer.	Refer to obligations 298 and 299. ▶ The Schedule of Standard Terms and Conditions and Small Use Customer Information Pack do not describe the procedures to be followed in the event of a customer complaint. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: PE Small Use Customer Information Pack)	4	B	2	As per recommendations 22 and 23.

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93.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 19 A nonstandard contract must specify the steps by the retailer to ensure the information held by the retailer is dealt with in a confidential manner.	The Schedule of Standard Terms and Conditions details confidentiality and confidential information. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	A	1	
94.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 20 A nonstandard contract must deal with the governing law, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.	The Schedule of Standard Terms and Conditions details governing law and notices. ▶ The effect of any invalid or unenforceable provision on the other provisions of the contract is not included. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	B	2	As per recommendation 5.
95.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 21 A nonstandard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	The Schedule of Standard Terms and Conditions and Small Use Customer Information Pack acknowledge the Code of Conduct for the Supply of Electricity to Small Use Customers. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: PE Small Use Customer Information Pack)	4	A	1	

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96.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 32 A nonstandard contract must include details about the cooling off period specified in the regulation.	As per obligation 89, the Small Use Customer Information Pack identifies the 10 day cooling-off period available to customers. This forms part of the non-standard contract. ▶ The Schedule of Standard Terms and Conditions does not detail the right of a customer to terminate the contract within the 10 day cooling off period for non-standard contracts as specified in this Regulation. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: PE Small Use Customer Information Pack)	4	B	1	[OFI] As per recommendation 5.
97.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 33(2) A nonstandard contract must authorise the customer to terminate the contract at any time with no less than 5 days' notice.	Not Rated – Only fixed term contracts are used by PE.	4	NP	NR	
98.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 33(3) and (4) A nonstandard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	The Schedule of Standard Terms and Conditions details supply following the expiry of the agreement and liquidated damages for early termination. ▶ The nonstandard contract makes no reference to a customer's right to terminate the contract at any time, subject to a minimum 20 day notice period. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)	4	B	2	As per recommendation 5.

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100.	C5.1	<p>Electricity Industry (Customer Contracts) Regulations 2005, regulation 38</p> <p>Where the licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must, within 5 days after becoming aware notify the customer of the specified information.</p>	<p>This most commonly occurs as businesses end their operations from a particular premise and a new business starts consuming electricity without notifying PE.</p> <p>The billing system routinely picks this up due to a sudden increase in electricity consumption, which prompts PE to contact the new business to sign a change of entity form and propose their non-standard contract.</p> <p>The standard form contract remains in effect by default, until such time the customer agrees to a non-standard contract.</p> <p>Upon acceptance of a non-standard contract, PE back-date the agreement to the date the business moved in (the outcome in this case is the standard form contract never applying).</p> <p>The standard form contract should apply where a business new to a supply address elects to have their electricity supplied by another retailer, in which case PE bill the customer for electricity consumed as per the standard form contract, from the time they move in, until the time they transfer.</p> <p>▶ The audit found that PE may not, under certain circumstances, be aware (and inform customers) that the standard form contract is in effect, albeit for a short duration.</p> <p>(EVIDENCE: PE Small Use Customer Information Pack)</p>	4	B	2	<p>6. [OFI] Include, as part of the change of entity process, references to scenarios under which the standard form contract applies. Also refer to the 5 business day notification requirement of the Regulations.</p> <p>7. Ensure customers are made aware that until they sign a non-standard contract, the standard form contract is in force and will be used for any interim electricity consumption, should they decide to transfer to another retailer. This information could be added to the existing Small Use Customer Information Pack.</p>
<p>Section 12 - Electricity Industry Act – Licence Conditions and Obligations</p>							

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
101	C14.1	<p>Electricity Industry Act section 13(1)</p> <p>A licensee must, not less than once every 24 months, provide the Authority with a performance audit conducted by an independent expert acceptable to the Authority.</p>	<p>A report was provided in 2013. The Authority determined that the next audit should be due in 36 months.</p> <p>Each year, the Authority writes to PE as a reminder of these specific obligations.</p> <p>The licensee has commissioned an independent expert to provide the Authority with a performance audit and a report to cover the period of 36 months from 1 July 2013 to 30 June 2016.</p> <p>A performance audit has been initiated in accordance with the Authority's standard audit guidelines. The auditor was approved by the Authority.</p> <p>(EVIDENCE: PE Final Report, 2013 Performance Audit)</p>	4	A	1	
105	C4.1	<p>Electricity Industry Act section 17(1)</p> <p>A licensee must pay to the Authority the prescribed licence fee within one month after the day of grant or renewal of the licence and within one month after each anniversary of that day during the term of the licence.</p>	<p>PE makes future accruals to ensure licence fees are paid within terms.</p> <p>(EVIDENCE of payment has been viewed:</p> <ul style="list-style-type: none"> • Payment by PE of ERA 100178 on 24 June 2014. • Payment by PE of ERA 100352 on 26 June 2015. • Payment by PE of ERA 100793 on 11 July 2016.) 	5	A	1	
106	C5.1	<p>Electricity Industry Act section 31(3)</p> <p>A licensee must take reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.</p>	<p>There was evidence that the licensee has taken reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity:</p> <ul style="list-style-type: none"> • In the event of unscheduled outages, PE submits re-energise requests with WP as soon as possible, however, customers are advised that their first communication should be with WP. The faults and emergencies contact on bills, statements and 	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
			<p>contracts is a WP number.</p> <ul style="list-style-type: none"> With respect to scheduled outages, WP advises and liaises with customers directly. PE has a Crisis Management Plan, Risk Management Procedure, Business Continuity Plan and Information Technology Disaster Recovery Plan. <p>(EVIDENCE: PE Crisis Management Plan and Business Continuity Plan, Rev 1.1, 30 Dec 2011) (EVIDENCE: PE Risk Management Procedure, Rev 3.0, 11 Mar 2012)</p>				
107	C5.1	<p>Electricity Industry Act section 41(6) A licensee must pay the costs of taking an interest in land or an easement over land.</p>	Not Applicable – PE do not require an interest in land or easement over land for the purpose of enabling electricity supply to their customers.	NA	NA	NA	
108	C24.1	<p>Electricity Industry Act section 54(1) A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract.</p>	PE only supplies electricity to small use customers under their standard and non-standard form contracts (in reality, customers eligible for a standard contract opt out and prefer to negotiate non-standard contracts with PE as per obligation 79).	5	A	1	
109	C25.4	<p>Electricity Industry Act section 54(2) A licensee must comply with any direction by the Authority to amend the standard form contract and do so within the period specified.</p>	Not Rated – There were no requests by the Authority to amend the standard form contract during the audit period.	5	NP	NR	
110	C27.1	<p>Electricity Industry Act section 76 If a designation under section 71(1) of the Electricity Industry Act is in force a licensee must perform the functions of a retailer of last resort and must carry out the supplier of last resort plan if it comes into operation under section 70 of the</p>	Not Applicable – PE has not been designated as a supplier of last resort.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		Electricity Industry Act.					
111	C21.1	Electricity Industry Act section 101 A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by and compliant with any decision or direction of the electricity ombudsman under the approved scheme.	PE are members of the current energy ombudsman scheme: http://www.ombudsman.wa.gov.au/energy/documents/Guidelines_Info_Sheets/Energy-Ombudsman-Information-Sheet.pdf The ombudsman is also referred to on the PE website here: https://www.perthenergy.com.au/contracts-and-regulatory-information/ (EVIDENCE: Numerous examples in Customer Complaints Register indicating correspondence to / from Ombudsman)	5	A	1	
113	C5.1	Electricity Industry Act section 115(2) A licensee that has, or is an associate of a person that has, access to services under an access agreement must not engage in conduct for the purpose of hindering or prohibiting access.	Not Rated – There have been no instances of hindering or prohibiting access during the audit period.	4	NP	NR	
Section 13 - Electricity Licences – Licence Conditions and Obligations							
114	C23.1	A licensee must ensure that an electricity marketing agent of the licensee complies with the applicable codes.	PE employees undertake some marketing activities and fall within the definition of marketing agents. PE employees are made aware of the Code of Conduct for the Supply of Electricity to Small Use Customers as part of induction procedures.	4	A	1	
115	C23.2	The licensee must report a breach of the applicable code conditions by an electricity marketing agent to the Authority within the	Not Rated - There were no breaches of the Code of Conduct for the Supply of Electricity to Small Use Customers with respect to marketing activities during the	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		prescribed timeframe.	audit period.				
116	C24.2	A licensee must, if directed by the Authority, review the standard form contract and submit to the Authority the results of that review within the time specified by the Authority.	Not Rated – There were no requests by the Authority to review the standard form contract during the audit period.	5	NP	NR	
117	C24.3	A licensee must comply with any direction given by the Authority in relation to the scope, process and methodology of the standard form contract review.	Not Rated – There were no directions by the Authority with respect to the standard form contract during the audit period.	5	NP	NR	
118	C25.1	A licensee may only amend the standard form contract with the Authority's approval.	As per obligation 78. ▶ The version of Standard Form Electricity Contract published on the PE website may not be the Authority approved Standard Form Electricity Contract.	5	B	2	As per recommendation 4.
119	C12.1	Accounting records: Electricity Industry Act section 11 A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.	The licensee has provided evidence confirming that the financial reports as at 31 March 2014, 31 March 2015 and 31 March 2016 are in accordance with the Corporations Act 2001 and any applicable code of professional conduct in relation to the audit. All audits were completed by KPMG, with appropriate declarations of independence. (EVIDENCE: Independent Audit Reports to the members of Perth Energy Pty Ltd, 29 April 2014, 30 April 2015, 28 April 2016)	4	A	1	
120	C13.4 & 25.4	Individual Performance Standards Electricity Industry Act section 11 A licensee must comply with any individual	Not Applicable – Individual performance standards have not been prescribed by the Authority.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		performance standards prescribed by the Authority.					
121	C14.2	A licensee must comply, and require its auditor to comply, with the Authority's standard audit guidelines dealing with the performance audit.	Authority's guidelines were part of specified auditor's requirements.	4	A	1	
123	C15.1	A licensee must report to the Authority, in the manner prescribed, if a licensee is under external administration or there is a significant change in the circumstances upon which the licence was granted which may affect a licensee's ability to meet its obligations.	Not Rated - There has been no material change to the corporate or financial circumstances upon which the licence was granted within the audit period.	4	NP	NR	
124	C16.1	A licensee must provide the Authority, in the manner prescribed, any information the Authority requires in connection with its functions under the Electricity Industry Act.	<p>The licensee has provided reports required by the Act.</p> <p>Licensee are required to submit a compliance report to the Authority for all of its Type 1 and Type 2 licence obligations for each financial year by the 31 August following the FY. PE's reports were submitted as follows:</p> <ul style="list-style-type: none"> • 2013 report on the 26 August 2013 • 2014 report on the 26 August 2014 • 2015 report on the 24 August 2015. <p>Licensees are also required to submit performance reports (Data Sheets) for the year ending 30 June by the 30 September. PE's reports were submitted as follows:</p> <ul style="list-style-type: none"> • 2013 report on the 17 September 2013 • 2014 report on the 17 September 2014 • 2015 report on the 29 September 2015. <p>There has been no requirement to provide the Authority other information in connection with its functions under the Electricity Industry Act during the audit period.</p>	5	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
125	C17.1 & 17.2	A licensee must publish any information it is directed by the Authority to publish, within the timeframes specified.	Not Rated – There has been no direction from the Authority to publish information in connection with its functions under the Electricity Industry Act during the audit period.	5	NP	NR	
126	C18.1	Unless otherwise specified, all notices must be in writing.	It was confirmed with PE that all notices are provided in writing. Notices viewed were in writing. (EVIDENCE: Emails from PE to Authority submitting compliance reports and data sheets)	5	A	1	
Section 14 - Code of Conduct – Licence Conditions and Obligations							
MARKETING							
129	C23.1	Code of Conduct clause 2.1 A retailer must ensure that its electricity marketing agents comply with Part 2 of the Code of Conduct.	As per obligation 114.	4	A	1	
130	C23.1	Code of Conduct clause 2.2(1) A retailer or electricity marketing agent must ensure that standard form contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.2(1).	As per obligation 100, standard form contracts would apply for a short duration, only when customers decide to be supplied by another retailer.	4	B	1	As per Opportunity for Improvement 6 and recommendation 7.
131	C23.1	Code of Conduct clause 2.2(2) Subject to subclause 2.2(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 2.2(2) no later than on, or with, the customer's	As per obligation 100, standard form contracts would apply for a short duration, only when customers decide to be supplied by another retailer. ▶ Through discussion with the licensee staff and review of documentation no evidence was found to show that general	4	B	2	As per recommendation 10.

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		first bill.	<p>information on the safe use of electricity was given to customers (or how customers may obtain this information) no later or as part of their first and final bill.</p> <p>(EVIDENCE: Standard Form Electricity Contract 2016/17 (PESFEC08/16))</p>				
132	C23.1	<p>Code of Conduct clause 2.3(1)</p> <p>A retailer or electricity marketing agent must ensure that non-standard contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.3(1).</p>	<p>Non-standard contracts are presented to customers at the same time as the proposal for electricity supply.</p> <p>Verifiable consent that the non-standard contract has been entered into is obtained.</p> <p>PE has a process that identifies a maximum 5 business day turnaround requirement for providing customers fully executed non-standard contracts.</p> <ul style="list-style-type: none"> ▶ Verifiable consent for a customer was requested, but unable to be located for the audit. ▶ The PE Contract Execution, Flow Chart has inadequate document control. <p>(EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms, 16 May 2016)</p> <p>(EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms, 8 June 2016)</p> <p>(EVIDENCE: E2.2 Contract Execution, Flow Chart, Rev. 5, 13 Mar 2015)</p>	4	B	2	<p>8. Improve systems to recall (from archive if necessary) signed copies of non-standard contracts.</p> <p>9. (OFI) Contract files could be subject to regular (eg. annual) internal audits to confirm compliance.</p> <p>As per Opportunity for Improvement 3.</p>
133	C23.1	<p>Code of Conduct clause 2.3(2)</p> <p>A retailer or electricity marketing agent must ensure that the information specified in subclause</p>	<p>The proposal for electricity supply includes a small use customer information pack, which covers the Code requirements.</p>	4	B	2	<p>10. Add general information on the safe use of electricity to the Small Use Customer Information</p>

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		2.3(2) is provided to the customer before entering into a non-standard contract.	<p>▶ Through discussion with licensee’s staff and review of documentation no evidence was found to show that general information on the safe use of electricity was given to customers (or how customers may obtain this information) before entering into non-standard contracts.</p> <p>(EVIDENCE: PE Small Use Customer Information Pack)</p>				Pack.
134	C23.1	Code of Conduct clause 2.3(4) The Electricity Retail Corporation or Regional Power Corporation, or an electricity marketing agent acting on behalf of Electricity Retail Corporation or Regional Power Corporation must ensure that the information specified in subclause 2.3(4) is provided to the customer before arranging a non-standard contract.	Not applicable. Clause applies to Synergy and Horizon Power only.	NA	NA	NA	
135	C23.1	Code of Conduct clause 2.3(5) Subject to subclause 2.3(3), the retailer or electricity marketing agent must obtain the customer’s verifiable consent that the specified information in subclause 2.3(2) and 2.3(4), as applicable, has been given.	<p>Specified information is covered in the ESA, Small Use Customer Information Pack and Standard Terms and Conditions.</p> <p>In signing the template ESA, customers confirm that: “they have read the Perth Energy Small Use Customer Information Pack...and Perth Energy’s Standard Terms and Conditions.”</p> <p>(EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms) (EVIDENCE: PE Small Use Customer Information Pack) (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)</p>	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
136	C23.1	Code of Conduct clause 2.4(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.	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
137	C23.1	Code of Conduct clause 2.4(2) A retailer or electricity marketing agent must ensure that a customer is able to contact the retailer or electricity marketing agent on the retailer's or electricity marketing agent's telephone number during normal business hours for the purposes of enquiries, verifications and complaints.	PE includes their business hours telephone number within the Small Use Customer Information Pack and bills. (EVIDENCE: PE Small Use Customer Information Pack) (EVIDENCE: Bill Statement No. 2046793, 25 Jul 14)	4	A	1	
138	C23.1	Code of Conduct clause 2.5(1) A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 2.5(1).	Not Rated – customers did not request this information during the audit period.	4	NP	NR	
139	C23.1	Code of Conduct clause 2.5(2) A retailer or electricity marketing agent who meets with a customer face to face must: wear a clearly visible and legible identity card showing the information specified in subclause 2.5(2)(a); and as soon as practicable provide the written information specified in subclause 2.5(2)(b).	Not Rated – PE did not meet with customers face to face for the purposes of marketing during the audit period.	4	NP	NR	
140	C23.1	Code of Conduct clause 2.6 A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clear visible	Not Rated – PE did not visit a person's premises for the purposes of marketing during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		signs indicating that canvassing is not permitted at the premises, or no advertising is to be left at the premises.					
141	C23.1	Code of Conduct clause 2.9(1) An electricity marketing agent must keep a record of complaints about marketing carried out by or on behalf of the electricity marketing agent made by a customer or person contacted for the purposes of marketing, and, upon request, must give to the electricity ombudsman, within 28 days of receiving the request, all information that the electricity marketing agent has relating to the complaint.	Not Rated - There were no marketing complaints during the audit period. The Ombudsman did not request information pertaining to a marketing complaint during the audit period.	4	NP	NR	
142	C23.1	Code of Conduct clause 2.10 A record or other information that an electricity marketing agent is required by the Code to keep must be kept for at least 2 years after the last time the person to whom the information relates was contacted by or on behalf of the electricity marketing agent, or after receipt of the last contact from or on behalf of the electricity marketing manager, whichever is the later.	Not Rated - There were no instances of information required to be kept during the audit period. .	4	NP	NR	
CONNECTION							
143	C5.1	Code of Conduct clause 3.1(1) If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.	PE has a process outlining the steps associated with new service connection lodgements via the WP portal. ▶ The High Level Process – New Connection has inadequate document control. (EVIDENCE: High Level Process – New Connection)	4	B	1	As per Opportunity for Improvement 3.

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
144	C5.1	Code of Conduct clause 3.1(2) Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.	PE has a process outlining the steps associated with new service connection lodgements via the WP portal. There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. As per last PAIP "Contracts are generally returned by email/fax prior to the commencement of the contract. The CTR would be completed on receipt of the signed contract, or as agreed between the parties." ▶ The PE process for new connections does not reference the submission time requirements of this clause. (EVIDENCE: High Level Process – New Connection) (EVIDENCE: Electrical Customer Complaints Reporting Registers – 2013/2014 and 2014/2015)	4	B	1	11. [OFI] The specific requirements regarding time frames should be addressed and could be part of PE sales procedures.
BILLING							
145	C5.1	Code of Conduct clause 4.1 A retailer must issue a bill no more than once a month and at least once every 3 months, unless under the circumstances specified in subclause 4.1.	PE's billing system is setup to issue bills on monthly cycles; issue dates are driven by meter data received from WP. Customer's with multiple sites / meters will still receive only one bill, despite meter reading data (possibly) being received several times each month.	4	A	1	
146	C5.1	Code of Conduct clause 4.2(1) For the purposes of subclause 4.1(a)(ii), a retailer has given a customer notice, if, prior to placing a customer on a shortened billing cycle, the retailer advises the customer of the information specified in subclause 4.2(1).	Not Rated - PE have not placed any customers on shortened billing cycles during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
147	C5.1	Code of Conduct clause 4.2(2) A retailer must not place a residential customer on a shortened billing cycle without the customer's verifiable consent if the customer informs the retailer that the customer is experiencing payment difficulties or financial hardship and the customer is assessed as experiencing payment difficulties or financial hardship.	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
148	C5.1	Code of Conduct clause 4.2(3) A retailer must give the customer written notice of a decision to shorten the customer's billing cycle within 10 business days of making the decision.	Not Rated – PE has not placed any customers on shortened billing cycles during the audit period.	4	NP	NR	
149	C5.1	Code of Conduct clause 4.2(4) A retailer must ensure that a shortened billing cycle is for a period of at least 10 business days.	Not Rated as per Obligation 148.	4	NP	NR	
150	C5.1	Code of Conduct clause 4.2(5) Upon request, a retailer must return a customer who is subject to a shortened billing cycle and has paid 3 consecutive bills by the due date to the billing cycle that previously applied to the customer.	Not Rated as per Obligation 148.	4	NP	NR	
151	C5.1	Code of Conduct clause 4.2(6) At least once every 3 months, a retailer must inform a customer who is subject to a shortened billing cycle of the conditions upon which a customer can be returned to the customer's previous billing cycle.	Not Rated as per Obligation 148.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
152	C5.1	Code of Conduct clause 4.3(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.	Not Rated – PE did not receive any customer requests for a bill smoothing arrangement over the audit period.	4	NP	NR	
153	C5.1	Code of Conduct clause 4.3(2) If a retailer provides a customer with a bill under a bill-smoothing arrangement, the retailer must ensure that the conditions specified in subclause 4.3(2) are met.	Not Rated as per Obligation 152.	4	NP	NR	
154	C5.1	Code of Conduct clause 4.4 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.	Audit confirmed with PE that bills are being issued to the addresses notified by customers; generally as per their contract details. The setup of billing addresses is included as part of PE's Sales Process Procedure and Checklist. (EVIDENCE: PE Sales Process Procedure and Checklist: RFP to CTR)	4	A	1	
155	C5.1	Code of Conduct clause 4.5(1) Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in subclause 4.5(1) on the customer's bill.	PE's bill statements contain all requisite information. PE do not use export purchase agreements. (EVIDENCE: Bill Statement No. 2046793, 25 Jul 14) (EVIDENCE: Bill Statement No. 2061905, 25 Jun 15) (EVIDENCE: Bill Statement No. 2093586, 27 Jun 16)	4	A	1	
156	C5.1	Code of Conduct clause 4.5(3) If a retailer identifies and wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with or on the	Not Rated – PE did not have customers with historical debt over the audit period. Customers with debt do not generally return to PE.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		customer's next bill.					
157	C5.1	Code of Conduct clause 4.6(1) A retailer must base a customer's bill on the following: <ul style="list-style-type: none"> the distributor's or metering agent's reading of the meter at the customer's supply address; the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or where the connection point is a type 7 connection point, the procedure as set out in the metrology procedure or Metering Code. 	From PE's Billing Procedures Overview: "PE does not bill its customer's based on estimated meter readings. All meter readings that are used in the calculations of a customer's bill are meter readings from the Meter Data Agent, Western Power Metering." (EVIDENCE: Billing Procedures Overview, Ver 1.0, 14 Oct 2008)	4	A	1	
158	C5.1	Code of Conduct clause 4.7 Other than in respect of a Type 7 connection, a retailer must use its best endeavours to ensure that meter reading data is obtained as frequently as is required to prepare its bills; and, in any event, at least once every 12 months.	As per obligation 145. Automated meters provide ongoing meter readings. Manually read meter data is provided by WP monthly.	4	A	1	
159	C5.1	Code of Conduct clause 4.8(1) If a retailer is unable to reasonably base a bill on a reading of the meter, a retailer must give the customer an estimated bill.	Not Rated – as per obligation 157 PE relies entirely on the meter readings provided by WP.	4	NP	NR	
160	C5.1	Code of Conduct clause 4.8(2) In circumstances where the customer's bill is estimated, a retailer must specify in a visible and legible manner on the customer's bill the information detailed in subclause 4.8(2).	Not Rated as per Obligation 159.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
161	C5.1	Code of Conduct clause 4.8(3) Upon request, a retailer must inform a customer of the basis and the reason for the estimation.	Not Rated – PE did not receive any customer requests with respect to estimation over the audit period.	4	NP	NR	
162	C5.1	Code of Conduct clause 4.9 If a retailer gives a customer an estimated bill, and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading in accordance with clause 4.19.	Not Rated as per Obligation 159.	4	NP	NR	
163	C5.1	Code of Conduct clause 4.10 A retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading if the customer satisfies the requirements as specified in subclause 4.10.	Not Rated as per Obligation 159.	4	NP	NR	
164	C5.1	Code of Conduct clause 4.11(1) If a customer requests the meter to be tested and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so.	The Schedule of Standard Terms and Conditions refers to Metering Errors and Verification. During the audit period, PE requested that WP test meters, - these customer requests were recorded in PE's Customer Complaints Registers. (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016)	4	A	1	
165	C5.1	Code of Conduct clause 4.11(2) If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.	Not Rated – There were no meter defects found during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
166	C5.1	Code of Conduct clause 4.12(1) If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff (and demonstrates to the retailer that they satisfy the conditions of eligibility), a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions.	Not Rated – PE does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract.	4	NP	NR	
167	C5.1	Code of Conduct clause 4.13 If a customer's electricity use changes and the customer is no longer eligible to continue to receive an existing, more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff.	Not Rated as per obligation 166.	4	NP	NR	
168	C5.1	Code of Conduct clause 4.14(1) If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request.	As per obligation 154, the audit confirmed with PE that bills are sent as per customer instructions, including any requirement for a final bill.	4	A	1	
169	C5.1	Code of Conduct clause 4.14(2) Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, the retailer must transfer the amount of credit to another account the customer has with the retailer; or a bank account nominated by the customer within 12 business days or other agreed time, in accordance with the customer's instructions.	As per Customer Complaints Registers, a customer was found to be paying for electricity consumed by another user. This customer advised PE of bank details 5 Oct 15 and refund was confirmed received 16 Oct 15, within 12 business days. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: PE email correspondence confirming	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
			refund of account credit, Date: 16 Oct 2015)				
170	C5.1	Code of Conduct clause 4.14(3) If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may use that credit to set off the debt owed to the retailer by giving the customer written notice. If any amount remains after the set off, the retailer must ask the customer for instructions to transfer the remaining amount in accordance with subclause 4.14(2).	Not Rated – There were no customers with a debt to PE and in credit during the audit period.	4	NP	NR	
171	C5.1	Code of Conduct clause 4.15 Subject to a customer paying that portion of the bill under review that a customer and a retailer agree is not in dispute, or an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute, whichever is less), and paying any future bills that are properly due, a retailer must review the customer's bill on request by the customer.	PE reviews all customer bills on request by the customer as per their Complaints Decision Process flow chart and Billing Procedures Overview. As per Customer Complaints Registers, there were examples of bill reviews conducted by PE during the audit period. Complaints were not related to bill reviews not being actioned by PE. ▶ The Complaints Decision Process flow chart has inadequate document control. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: Complaints Decision Process, Rev. 1, 13 Sep 2013, Draft) (EVIDENCE: Billing Procedures Overview, Ver 1.0, 14 Oct 2008)	4	B	1	As per Opportunity for Improvement 3.
172	C5.1	Code of Conduct clause 4.16(1)(a) If a review of a bill has been conducted and the retailer is satisfied that the bill is correct, the	The right of a customer to obtain a meter test / dispute resolution is covered under the ESAs Standard Terms and Conditions (Metering Errors and Validation) and bill	4	B	2	12. Include a template response covering Code requirements at the outcome of each and every

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		retailer may require a customer to pay the unpaid amount; must advise the customer that the customer may request the retailer to arrange a meter test in accordance with the applicable law; and 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.	<p>statement templates include both internal and external complaint handling details. It is also included in PE's Billing Procedures Overview.</p> <p>As per Customer Complaints Registers, there were examples of bill reviews conducted by PE during the audit period.</p> <p>► It does not appear that PE specifically reiterates the options available to customers with respect to meter testing and complaint handling in reply to each and every bill review.</p> <p>(EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: Bill Statement No. 2046793, 25 Jul 14) (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: Billing Procedures Overview, Ver 1.0, 14 Oct 2008)</p>				bill review / complaint where no error is discovered. Ensure customers are made aware that they have the right to have their complaint considered internally by a senior PE employee and at their discretion, externally by the Ombudsman.
173	C5.1	Code of Conduct clause 4.16(1)(b) If a review of the bill has been conducted and a retailer is satisfied that the bill is incorrect, a retailer must adjust the bill in accordance with clauses 4.17 and 4.18.	<p>PE's Billing Procedures Overview includes undercharging and overcharging provisions that are Code compliant.</p> <p>As per Customer Complaints Registers, there was both an under and over charge during the audit period. PE's handling of both the under and over charges were audited to be Code compliant.</p> <p>Also refer obligation 169.</p> <p>(EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016)</p>	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
			(EVIDENCE: Billing Procedures Overview, Ver 1.0, 14 Oct 2008) (EVIDENCE: PE letter, Subject: Ombudsman Complaint, Date: 14 Apr 2015)				
174	C5.1	Code of Conduct clause 4.16(2) The retailer must inform a customer of the outcome of the review of a bill as soon as practicable.	PE's Billing Procedures Overview provides for PE to address the review of bills within 20 business days. PE's Customer Complaints Registers require complaints to be acknowledged in less than 10 working days. PE's Complaints Decision Process flow chart stipulates feedback to customers within 7 days. All requests for reviews during the audit period, as recorded in the Customer Complaints Registers, were completed within the maximum allowable timeframes. ▶ Although the acknowledgement date for an original enquiry is missing from the Complaints Registers and the date received of 1 Apr 2015 seems different to the dates of the emails audited, response times were Code compliant. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: Billing Procedures Overview, Ver 1.0, 14 Oct 2008) (EVIDENCE: Complaints Decision Process, Rev. 1, 13 Sep 2013, Draft) (EVIDENCE: PE email correspondence, Date: 21 Oct 2014)	4	B	1	13. [OFI] Examine and update if necessary the procedure for completing all dates associated with the Customer Complaints Register (ensure information is both accurate and complete). 14. [OFI] Include the 10 and 20 day acknowledgement and response timeframe requirements in the Complaints Decision Process.
175	C5.1	Code of Conduct clause 4.16(3)	Not Rated – All customers who requested a bill review	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		If the retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must provide the customer with notification of the status of the review as soon as practicable.	during the audit period were advised of outcome within 20 business days.				
176	C5.1	Code of Conduct clause 4.17(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), a retailer must do so in the manner specified in subclause 4.17(2).	Not Rated – PE did not propose to recover any amounts undercharged during the audit period for which they were responsible. The recovery of undercharged amounts from a customer during the audit period did not arise from a fault on PE's part. (EVIDENCE: PE letter, Subject: Ombudsman Complaint, Date: 14 Apr 2015)	4	NP	NR	
177	C5.1	Code of Conduct clause 4.18(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), a retailer must use its best endeavours to inform the customer within 10 business days of a retailer becoming aware of the error, defect, or default, and, subject to subclauses 4.18(6) and 4.18(7), ask the customer for instructions as to whether the amount should be credited to the customer's account or repaid to the customer.	Not Rated as per obligation 176.	4	NP	NR	
178	C5.1	Code of Conduct clause 4.18(3)	As per obligation 169, PE paid the amount overcharged	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.	in accordance with customer instructions.				
179	C5.1	Code of Conduct clause 4.18(4) In circumstances where instructions regarding repayment of an overcharged bill are not received within 20 business days of a retailer making the request, a retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.	Not Rated – Only one overcharge was recorded during the audit period. This was repaid in accordance with customer instructions. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016)	4	NP	NR	
180	C5.1	Code of Conduct clause 4.18(6) Where the amount overcharged is less than \$75, refer to subclause 4.18(6) as to how a retailer may proceed to deal with the matter.	Not Rated – Only one overcharge was recorded during the audit period. This was more than \$75. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016)	4	NP	NR	
181	C5.1	Code of Conduct clause 4.18(7) The retailer may, by giving the customer written notice, use an amount overcharged to set off a debt owed to the retailer provided that the customer is not a residential customer experiencing payment difficulties or financial hardship, or making payments under an alternative payment arrangement. If, after the set off, an amount less than \$75 remains, the retailer must deal with that amount in accordance with subclause 4.18(6). If the amount is \$75 or more, the retailer must deal with it in accordance with subclause 4.18(2).	Not Rated – No instances of amount overcharged used to set off debt during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
182	C5.1	Code of Conduct clause 4.19(1) If a retailer proposes to recover from a customer an amount of an adjustment which does not arise due to any act or omission of the customer, a retailer must comply with subclause 4.19(1).	Not Rated – As per obligation 176, recovery of amounts during the audit period were the result of customer's not correctly informing PE.	4	NP	NR	
183	C5.1	Code of Conduct clause 4.19(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 and, subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount owing.	Not Rated – Only one adjustment owing to a customer was recorded during the audit period. This did not result from a meter reading change. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016)	4	NP	NR	
184	C5.1	Code of Conduct clause 4.19(3) If a retailer received instructions under subclause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	Not Rated as per Obligation 183.	4	NP	NR	
185	C5.1	Code of Conduct clause 4.19(4) If a retailer does not receive instructions under subclause 4.19(2), within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.	Not Rated as per Obligation 183.	4	NP	NR	
186	C5.1	Code of Conduct clause 4.19(7) The retailer may, by giving the customer written notice, use the amount of an adjustment to set off	Not Rated – No adjustments used to set off debt during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		a debt owed to the retailer provided that the customer is not a residential customer experiencing payment difficulties or financial hardship, or making payments under an alternative payment arrangement. If, after the set off, an amount less than \$75 remains, the retailer must deal with that amount in accordance with subclause 4.19(5). If the amount is \$75 or more, the retailer must deal with it in accordance with subclause 4.19(2).					
PAYMENT							
187	C5.1	Code of Conduct clause 5.1 The due date on the bill must be at least 12 business days from the date of that bill. Unless a retailer specifies a later date, the date of dispatch is the date of the bill.	<p>Three examples of PE's bill statements were audited during the audit period. Each seemed to have slightly different payment term durations (business days).</p> <ul style="list-style-type: none"> ▶ The PE "Electricity Supply Agreement: Application and Commercial Terms", being part of the non-standard contract, has a provision for a Payment Due Date that amends the requirements of this obligation on a per customer basis, however, we understand for standard customers 12 business days is offered. ▶ Bill Statement No. 2046793, 25 Jul 14 allowed for 10 business days from the date of the bill – this falls short of the default 12 business days offered ▶ Bill Statement No. 2061905, 25 Jun 15 allowed for 12 business days from the date of the bill – this complies with the default 12 business days offered. ▶ PE's Billing Procedures Overview does not 	4	B	2	<p>15. Update billing systems to ensure actual payment terms are consistent with what has been agreed with each customer.</p> <p>16. Reflect requirements in the Billing Procedures Overview document.</p>

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
			<p>reference due date requirements.</p> <p>(EVIDENCE: Bill Statement No. 2046793, 25 Jul 14) (EVIDENCE: Bill Statement No. 2061905, 25 Jun 15) (EVIDENCE: Billing Procedures Overview, Ver 1.0, 14 Oct 2008) (EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms)</p>				
188	C5.1	<p>Code of Conduct clause 5.2</p> <p>A retailer must offer the following specified minimum payment methods: in person at one or more payment outlets located within the Local Government District of the customer's supply address; by mail; for residential customers, by Centrepay; electronically by means of BPay or credit card; and by telephone by means of credit card.</p>	<p>The "Small Use Customer Information Pack" states: "Payments may be made by electronic funds transfer, cheque or direct debit".</p> <p>Three examples of PE's bill statements were audited during the audit period. BPay, mail (cheque) and bPoint payment methods are offered.</p> <ul style="list-style-type: none"> ▶ As part of the non-standard contract, the "Small Use Customer Information Pack" amends the requirements of this obligation, restricting payment methods to electronic funds transfer, cheque and direct debit. ▶ Although direct debit is offered, this is not found on bills. <p>(EVIDENCE: Bill Statement No. 2046793, 25 Jul 14) (EVIDENCE: Bill Statement No. 2061905, 25 Jun 15) (EVIDENCE: Bill Statement No. 2093586, 27 Jun 16) (EVIDENCE: PE Small Use Customer Information Pack)</p>	4	B	1	17. [OFI] Include direct debit as a payment option on bill templates.
189	C5.1	<p>Code of Conduct clause 5.3</p> <p>A retailer must, prior to commencing a direct debit facility, obtain the customer's verifiable consent and agree with the customer the date of</p>	<p>The audit confirmed that PE offers a direct debit facility compliant with the Code.</p> <p>These arrangements are only placed into the finance system based on physically sighting verifiable consent.</p>	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		commencement of the direct debit facility and the frequency of the direct debits.	Customer amendments to their direct debit consent must be in writing. (EVIDENCE: Direct Debit Verifiable Consent, 15 Jan 2015) (EVIDENCE: Direct Debit Verifiable Consent, 22 Oct 2015)				
190	C5.1	Code of Conduct clause 5.4 Upon request, a retailer must accept payment in advance from a customer. Acceptance of an advance payment will not require a retailer to credit any interest to the amounts paid in advance. The minimum amount for which a retailer will accept an advance payment is \$20.	Not Rated – No customers have requested PE to receive payments in advance over the audit period.	4	NP	NR	
191	C5.1	Code of Conduct clause 5.5 If a customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer a residential customer a redirection of the customer’s bill to a third person at no charge.	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
192	C5.1	Code of Conduct clause 5.6(1) A retailer must not charge a residential customer a late payment fee in the circumstances specified in subclause 5.6(1).	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
193	C5.1	Code of Conduct clause 5.6(2) If a retailer has charged a late payment fee in the circumstances set out in subclause 5.6(1)(c) because the retailer was not aware of the complaint, the retailer must refund the late	Not Applicable – PE does not supply residential customers.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		payment fee on the customer's next bill.					
194	C5.1	Code of Conduct clause 5.6(3) A 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.	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
195	C5.1	Code of Conduct clause 5.6(4) A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
196	C5.1	Code of Conduct clause 5.6(5) If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to the residential customer's last bill prior to the assessment being made.	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
197	C5.1	Code of Conduct clause 5.7(1) A retailer must not require a customer who has vacated a supply address to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 5.7(1).	Not Rated – There were no instances of PE requiring a customer to pay for electricity after being notified of vacating their supply address. As soon as a customer advises PE, the NMI is detached from the customer account with the customer no longer being responsible for electricity consumed through that NMI.	4	NP	NR	
198	C5.1	Code of Conduct clause 5.7(2) If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require a customer to pay for	Not Rated – No instances of customers evicted or required to vacate a supply address over the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		electricity consumed at the customer's supply address from the date the customer gave the retailer notice.					
199	C5.1	Code of Conduct clause 5.7(4) Notwithstanding subclauses 5.7(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 5.7(4).	Not Rated – As per Obligations 197 and 198.	4	NP	NR	
200	C5.1	Code of Conduct clause 5.8(1) A retailer must not commence proceedings for recovery of a debt from a residential customer who meets the criteria in subclause 5.8(2).	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
201	C5.1	Code of Conduct clause 5.8(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 supply address.	There were several instances of debt recovery action during the audit period as per the Customer Complaints Registers. In all cases PE pursued debt recovery on the basis of the details of the contracted party. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016)	4	A	1	
201A	C5.1	Code of Conduct, clause 5.9 A retailer may transfer one customer's debt to another customer, if requested by the customer owing the debt and provided that the retailer obtains the other customer's verifiable consent to the transfer.	Not Rated – There were no instances of this during audit period.	4	NP	NR	
PAYMENT DIFFICULTIES & FINANCIAL							

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
HARDSHIP							
202	C5.1	Code of Conduct clause 6.1(1) If a residential customer informs a retailer that the residential customer is experiencing payment problems, a retailer must assess whether a residential customer is experiencing payment difficulties or financial hardship within 3 business days, or the retailer must refer the residential customer to an independent financial counsellor or relevant consumer representative organisation to make the assessment.	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
203	C5.1	Code of Conduct clause 6.1(3) When undertaking an assessment regarding payment difficulties or financial hardship, unless a retailer adopts an assessment from an independent financial counsellor or relevant consumer representative organisation, a retailer must give reasonable consideration to the information given by the residential customer and requested or held by the retailer; or any advice given by an independent financial counsellor or relevant consumer representative organisation.	Not Applicable as per Obligation 202.	NA	NA	NA	
204	C5.1	Code of Conduct clause 6.1(4) Upon request, a retailer must advise a residential customer of the details and outcome of an assessment carried out under subclause 6.1(1).	Not Applicable as per Obligation 202.	NA	NA	NA	
205	C5.1	Code of Conduct clause 6.2(1) A retailer must grant a residential customer a temporary suspension of actions if the residential customer is referred to an independent financial	Not Applicable as per Obligation 202.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		counsellor or relevant consumer representative organisation under subclause 6.1(1)(b).					
206	C5.1	Code of Conduct clause 6.2(2) A retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions if the customer informs the retailer that the customer is experiencing payment problems and demonstrates to the retailer that the customer has made an appointment with a relevant consumer representative organisation or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative.	Not Applicable as per Obligation 202.	NA	NA	NA	
207	C5.1	Code of Conduct clause 6.2(3) A retailer must allow a temporary suspension of actions for a period of at least 15 business days.	Not Applicable as per Obligation 202.	NA	NA	NA	
208	C5.1	Code of Conduct clause 6.2(4) A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative organisation to allow additional time to assess a residential customer's capacity to pay.	Not Applicable as per Obligation 202.	NA	NA	NA	
209	C5.1	Code of Conduct clause 6.3(1)(a) In circumstances where a residential customer is assessed as experiencing payment difficulties, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1) and advise the residential customer that additional assistance may be available if, due to financial	Not Applicable as per Obligation 202.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		hardship, the residential customer would be unable to meet its obligations under an agreed alternative payment arrangement.					
210	C5.1	Code of Conduct clause 6.3(1)(b) In circumstances where a residential customer is assessed as experiencing financial hardship, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1) and assistance in accordance with clauses 6.6 to 6.9	Not Applicable as per Obligation 202.	NA	NA	NA	
211	C5.1	Code of Conduct clause 6.4(1)(a) If the residential customer is experiencing payment difficulties, a retailer must offer the residential customer at least the following payment arrangements: additional time to pay a bill; and if requested by the residential customer, an interest-free and fee-free instalment plan or other arrangement under which the residential customer is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges), while being permitted to continue consumption.	Not Applicable as per Obligation 202.	NA	NA	NA	
212	C5.1	Code of Conduct clause 6.4(1)(b) If the residential customer is experiencing financial hardship, a retailer must offer the residential customer at least the following payment arrangements: additional time to pay a bill; and an interest-free and fee-free instalment plan or other arrangement under which the residential	Not Applicable as per Obligation 202.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		customer is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges), while being permitted to continue consumption.					
213	C5.1	Code of Conduct clause 6.4(2) When offering or amending an instalment plan to a residential customer experiencing payment difficulties or financial hardship, a retailer must comply with subclause 6.4(2).	Not Applicable as per Obligation 202.	NA	NA	NA	
214	C5.1	Code of Conduct clause 6.4(3) If a residential customer accepts an instalment plan offered by the retailer, the retailer must, within 5 business days, provide the residential customer with the information specified in subclause 6.4(3)(a), and notify the residential customer of any amendments to the instalment plan at least 5 business days before they come into effect.	Not Applicable as per Obligation 202.	NA	NA	NA	
215	C5.1	Code of Conduct clause 6.6(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.	Not Applicable as per Obligation 202.	NA	NA	NA	
216	C5.1	Code of Conduct clause 6.6(2) In giving reasonable consideration under subclause 6.6(1), a retailer should refer to the hardship procedures referred to in subclause 6.10(3).	Not Applicable as per Obligation 202.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
217	C5.1	Code of Conduct clause 6.7 Where it is reasonably demonstrated to the retailer that the customer experiencing financial hardship is unable to meet the customer's obligations under the previously elected payment arrangement, a retailer must give reasonable consideration to offering the customer an instalment plan or offering to revise an existing instalment plan.	Not Applicable as per Obligation 202.	NA	NA	NA	
218	C5.1	Code of Conduct clause 6.8 A retailer must advise a customer experiencing financial hardship of the following: a customer's right to have the bill redirected to a third person, at no charge; payment methods available to the customer; concessions available to the customer and how to access them; different types of meters available to the customer and/or tariffs; independent financial counselling available to the customer; and the availability of any other financial assistance and grants schemes.	Not Applicable as per Obligation 202.	NA	NA	NA	
219	C5.1	Code of Conduct clause 6.9(1) A retailer must determine the minimum payment in advance amount, as referred to in subclause 5.4(3), for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representative organisations.	Not Applicable as per Obligation 202.	NA	NA	NA	
220	C5.1	Code of Conduct clause 6.10(1) A retailer must develop a hardship policy and hardship procedures to assist customers	Not Applicable as per Obligation 202.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer.					
221	C5.1	Code of Conduct clause 6.10(2) A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2).	Not Applicable as per Obligation 202.	NA	NA	NA	
222	C5.1	Code of Conduct clause 6.10(3) A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 6.10(3).	Not Applicable as per Obligation 202.	NA	NA	NA	
223	C5.1	Code of Conduct clause 6.10(4) If requested, a retailer must give residential customers, financial counsellors and relevant consumer representative organisations a copy of the retailer's hardship policy, including by post, at no charge.	Not Applicable as per Obligation 202.	NA	NA	NA	
225	C5.1	Code of Conduct clause 6.10(6) If a retailer reviews its hardship policy and hardship procedures, the retailer must submit to the Authority the results of that review within 5 business days after it is completed.	Not Applicable as per Obligation 202.	NA	NA	NA	
226	C5.1	Code of Conduct clause 6.10(7) The retailer must comply with the Authority's Financial Hardship Policy Guidelines.	Not Applicable as per Obligation 202.	NA	NA	NA	
227	C5.1	Code of Conduct clause 6.10(8) If a retailer amends its hardship policy, the retailer must submit to the Authority a copy of the	Not Applicable as per Obligation 202.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		retailer's hardship policy within 5 business days of the amendment.					
228	C5.1	Code of Conduct clause 6.11 A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	PE has a financial hardship policy and has considered all payment arrangement requests from business customers experiencing payment difficulties during the audit period. (EVIDENCE: Billing Procedures Overview, Ver 1.0, 14 Oct 2008) (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: Customer Correspondence, Compiled 12 Nov 2013)	4	A	1	
DISCONNECTION							
229	C5.1	Code of Conduct clause 7.1(1) Prior to arranging for disconnection of a customer's supply address for failure to pay a bill, a retailer must: give the customer a reminder notice not less than 13 business days from the date of dispatch of the bill, including the information specified in subclause 7.1(1)(a); use its best endeavours to contact the customer; and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c).	As per Customer Complaints Registers and correspondence logs audited, PE has complied with Code requirements. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: Customer Correspondence, Compiled 12 Nov 2013)	4	A	1	
230	C5.1	Code of Conduct clause 7.2(1) A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause	Not Rated – PE did not arrange disconnection of a customer's supply address under the circumstances of this clause.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		7.2(1).					
231	C5.1	Code of Conduct clause 7.3 In relation to dual fuel contracts, a 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.	Not Rated – dual fuel contracts did not exist during the audit period.	4	NP	NR	
232	C5.1	Code of Conduct clause 7.4(1) A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter unless the conditions specified in subclause 7.4(1) are satisfied.	Not Rated – PE did not report any disconnections for denying access to the meter during the audit period.	4	NP	NR	
240	C5.1	Code of Conduct clause 7.7(6) A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the manner and circumstances specified in subclause 7.7(6).	As per obligation 235, customers requiring life support complete a life support equipment registration form, which includes an area where customers must be certified by an appropriately qualified medical practitioner. <ul style="list-style-type: none"> ▶ The letter template used to update life support details annually does not allow for requesting re-certification every 3 years. ▶ PE is not currently using the letter template for updating life support details – customers are not being contacted annually in accordance with Code requirements. ▶ The life support register does not include details on customer anniversary date (for a letter to be sent out within the window 	4	B	2	18. Contact life support customers annually in accordance with Code requirements. This process could be assisted by including both the customer's anniversary and re-certification dates as part of the life support register.

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
			<p>required by the Code) and re-certification date (so it is known when re-certification details must be requested).</p> <p>(EVIDENCE: Perth Energy Life Support Equipment on WP Register 2016)</p> <p>(EVIDENCE: Letter Template, Subject: Updating list of Persons on Life Support Equipment)</p> <p>(EVIDENCE: Life Support Equipment Registration)</p>				
241	C5.1	<p>Code of Conduct clause 7.7(7)</p> <p>A retailer or a distributor must remove the customer's details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).</p>	<p>As per obligation 235, customers must provide written notice to PE within 5 business days of a person previously requiring life support equipment, no longer residing at the site.</p> <ul style="list-style-type: none"> ▶ The schedule of Standard Terms and Conditions does not explicitly require for a person no longer requiring life support equipment to advise PE. ▶ Evidence of the one removal from the life support register was outside the audit period; however, it did not appear that this was confirmed by the customer in writing. ▶ The PE life support register only records date removed as month and year. <p>(EVIDENCE: Perth Energy Life Support Equipment on WP Register 2016)</p> <p>(EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions)</p> <p>(EVIDENCE: PE email correspondence with WP, Date:</p>	4	B	1	<p>19. [OFI] Amend Schedule of Standard Terms and Conditions such that customers are obligated to advise PE in writing when a person no longer requires life support equipment.</p> <p>20. [OFI] Update life support register to include the full date of removal as evidence to ensure compliance with Code timeframes.</p>

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
			25 Aug 2016)				
RECONNECTION							
242	C5.1	Code of Conduct clause 8.1(1) A retailer must arrange for reconnection of the customer's supply address if the customer remedies their breach, makes a request for reconnection, and pays the retailer's reasonable charges (if any) for reconnection, or accepts an offer of an instalment plan for the retailer's reasonable charges.	As per Customer Complaints Registers and correspondence logs audited, PE has complied with Code requirements. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016) (EVIDENCE: Customer Correspondence, Compiled 12 Nov 2013)	4	A	1	
243	C5.1	Code of Conduct clause 8.1(2) A retailer must forward the request for reconnection to the relevant distributor within the timeframes specified in subclause 8.1(2).	As per obligation 144.	4	B	1	As per obligation 144.
PRE-PAYMENT METERS							
245	C5.1	Code of Conduct clause 9.1(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 <i>Government Gazette</i> .	Not Applicable – Pre-payment meters are not used by PE.	NA	NA	NA	
246	C5.1	Code of Conduct clause 9.2(1) A retailer must not provide a pre-payment meter service at a residential customer's supply address without the verifiable consent of the customer or the customer's nominated representative.	Not Applicable as per Obligation 245. PE does not supply residential customers.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
247	C5.1	Code of Conduct clause 9.2(2) A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.	Not Applicable as per Obligation 245. PE does not supply residential customers.	NA	NA	NA	
249	C5.1	Code of Conduct clause 9.3(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, the information specified in subclause 9.3(1).	Not Applicable as per Obligation 245. PE does not supply residential customers.	NA	NA	NA	
250	C5.1	Code of Conduct clause 9.3(2) No later than 10 business days after the time a residential customer enters into a pre-payment meter contract at a residential customer's supply address, a retailer must give the customer (at no charge) the information specified in subclauses 9.3(1) and 9.3(2).	Not Applicable as per Obligation 245. PE does not supply residential customers.	NA	NA	NA	
251	C5.1	Code of Conduct clause 9.3(3) A retailer must ensure that the following information is shown on or directly adjacent to a residential customer's pre-payment meter: the positive or negative financial balance of the pre-payment meter within one dollar (\$1) of the actual balance; whether the pre-payment meter is operating on normal credit or emergency credit; a telephone number for enquiries; and the distributor's 24-hour telephone number for faults and emergencies.	Not Applicable as per Obligation 245. PE does not supply residential customers.	NA	NA	NA	
252	C5.1	Code of Conduct clause 9.3(4)	Not Applicable as per Obligation 245.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		Upon request and at no charge, a retailer must give a pre-payment meter customer the following information: total energy consumption; average daily consumption; and the average daily cost of consumption for the previous 2 years, or since the commencement of the pre-payment meter contract (whichever is shorter), divided into quarterly segments.	PE does not supply residential customers.				
253	C5.1	Code of Conduct clause 9.3(5) If the recharge facilities available to a residential customer change from the initial recharge facilities referred to in subclause 9.3(2)(r), the retailer must notify the pre-payment meter customer, in writing or by electronic means, of the change within 10 business days.	Not Applicable as per Obligation 245. PE does not supply residential customers.	NA	NA	NA	
254	C5.1	Code of Conduct clause 9.4(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, within 1 business day of the request the retailer must send the specified information to the customer and arrange with the relevant distributor to remove or render non-operational the pre-payment meter, and replace or switch the pre-payment meter to a standard meter.	Not Applicable as per Obligation 245.	NA	NA	NA	
255	C5.1	Code of Conduct clause 9.4(2) A retailer must not require payment of a charge for reversion to a standard meter if the pre-payment customer is a residential customer and that customer, or their nominated representative, requests reversion of a pre-payment meter within	Not Applicable as per Obligation 245. PE does not supply residential customers.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		3 months of its installation or the date the customer agreed to enter into the pre-payment contract, whichever is the latter.					
256	C5.1	Code of Conduct clause 9.4(4) If a retailer requests the distributor to revert a pre-payment meter, the distributor must do so within 5 business days of receipt of the request for supply addresses within the metropolitan region; and within 10 days for supply addresses within regional areas.	Not Applicable as per Obligation 245.	NA	NA	NA	
259	C5.1	Code of Conduct clause 9.6 A retailer must ensure that a pre-payment meter service complies with the prescribed requirements in subclause 9.6.	Not Applicable as per Obligation 245.	NA	NA	NA	
260	C5.1	Code of Conduct clause 9.7(a),(b) and (d) A retailer must ensure that: 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; a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days a week; and the minimum amount to be credited by a recharge facility does not exceed \$20 per increment.	Not Applicable as per Obligation 245.	NA	NA	NA	
261	C5.1	Code of Conduct clause 9.8 If a pre-payment meter customer demonstrates to a retailer that the customer is entitled to receive a concession, the retailer must ensure that the pre-payment meter customer receives the benefit of the concession.	Not Applicable as per Obligation 245.	NA	NA	NA	

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262	C5.1	Code of Conduct clause 9.9(1) If requested by a pre-payment meter customer, a retailer must make immediate arrangements to check the metering data, test the pre-payment meter, and/or arrange for a test of the metering installation at the connection point.	Not Applicable as per Obligation 245.	NA	NA	NA	
264	C5.1	Code of Conduct clause 9.9(4) If a pre-payment meter is found to be inaccurate or not operating correctly, a retailer must immediately arrange for the repair or replacement of the pre-payment meter, correct any overcharging or undercharging, and refund any charges payable by the customer for testing the pre-payment meter.	Not Applicable as per Obligation 245.	NA	NA	NA	
265	C5.1	Code of Conduct clause 9.10(1) Subject to the pre-payment meter customer notifying a retailer of the proposed vacation date, a retailer must ensure that a pre-payment customer can retrieve all remaining credit at the time the pre-payment meter customer vacates the supply address.	Not Applicable as per Obligation 245.	NA	NA	NA	
266	C5.1	Code of Conduct clause 9.10(2) If a pre-payment meter customer (including a pre-payment meter customer who has vacated the address) has been overcharged as a result of an act or omission of a retailer or distributor, the retailer must (except in the circumstances in 9.10(7)) use its best endeavours to inform the pre-payment meter customer accordingly within 10 business days of the retailer becoming aware	Not Applicable as per Obligation 245.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		of the error and seek reimbursement instructions from the customer or credit the customer's account if permitted.					
267	C5.1	Code of Conduct clause 9.10(3) The retailer must pay the amount in accordance with the pre-payment meter customer's instructions within 12 business days of receiving the instructions.	Not Applicable as per Obligation 245.	NA	NA	NA	
268	C5.1	Code of Conduct clause 9.10(4) If a retailer does not receive reimbursement instructions within 20 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.	Not Applicable as per Obligation 245.	NA	NA	NA	
269	C5.1	Code of Conduct clause 9.10(6) If a retailer proposes to recover an amount undercharged to a pre-payment meter customer as a result of an act or omission by the retailer or distributor, the retailer must comply with the conditions specified in subclause 9.10(6).	Not Applicable as per Obligation 245.	NA	NA	NA	
270	C5.1	Code of Conduct clause 9.11(1) A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative organisation for a waiver of any fee to replace or switch a pre-payment meter to a standard meter.	Not Applicable as per Obligation 245.	NA	NA	NA	
271	C5.1	Code of Conduct clause 9.11(2) and (3) Where a retailer is informed by a pre-payment meter customer that the customer is experiencing	Not Applicable as per Obligation 245.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		payment difficulties or financial hardship, or the retailer identifies the customer as having been disconnected in the manner specified in subclause 9.11(2)(b), the retailer must use its best endeavours to contact the customer as soon as reasonably practicable to provide the information prescribed in subclause 9.11(2)(c)-(g) and in the manner stated in subclause 9.12(3).					
INFORMATION & COMMUNICATION							
272	C5.1	Code of Conduct clause 10.1(1) A retailer must give notice of any variations in its tariffs to each of its customers affected by a variation as soon as practicable after the variation is published and no later than the next bill in the customer's billing cycle.	Not Rated – As per obligations 79 and 100, all PE's customers opt for non-standard contracts. Standard form contracts and tariffs would only apply to PE's customers for a short duration and under certain circumstances.	4	NP	NR	
273	C5.1	Code of Conduct clause 10.1(2) Upon request and at no charge, a retailer must provide a customer with reasonable information on the retailer's tariffs, including alternative tariffs.	Not Rated – PE did not receive any ad-hoc requests from customers in regard to tariffs during the audit period.	4	NP	NR	
274	C5.1	Code of Conduct clause 10.1(3) A retailer must give a customer the information requested on tariffs within 8 business days of the date of receipt, and, if requested, a retailer must provide the information in writing.	Not Rated – No request for tariff information was received by PE during the audit period.	4	NP	NR	
275	C5.1	Code of Conduct clause 10.2(1) Upon request, a retailer must provide a <i>non-contestable</i> customer with their billing data.	Not Applicable – All PE customers are contestable.	NA	NA	NA	
276	C5.1	Code of Conduct clause 10.2(2)	Not Applicable – All PE customers are contestable.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		If a <i>non-contestable</i> customer requests billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with the retailer, a retailer must provide the data at no charge.					
277	C5.1	Code of Conduct clause 10.2(3) A retailer must give the requested billing data under subclause 10.2(1) within 10 business days of the receipt of the request or upon the payment of the retailer's reasonable charge for providing the billing data.	Not Applicable – All PE customers are contestable.	NA	NA	NA	
278	C5.1	Code of Conduct clause 10.2(4) A retailer must keep a <i>non-contestable</i> customer's billing data for 7 years.	Not Applicable – All PE customers are contestable.	NA	NA	NA	
279	C5.1	Code of Conduct clause 10.3 Upon request and at no charge, a retailer must provide a residential customer with information on the types of concessions available to the residential customer, and the name and contact details of the organisation responsible for administering those concessions (if not the retailer).	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
280	C5.1	Code of Conduct clause 10.3A At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the	PE both email and write to customers in the form of a letter each June informing them of PE's obligations to make payments to customers under Part 14 of the Code. (EVIDENCE: Letter Template, Retailers & Distributors Obligations to make Payment to Customers)	4	A	1	

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		eligibility criteria for the payment.					
281	C5.1	Code of Conduct clause 10.4 Upon request and at no charge, a retailer must provide a customer with general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.	Not Rated – No request for information was received by PE during the audit period. A list of Information that can be made available to customers on request is included in the Account Management Procedure. ▶ The PE Account Management Procedure has inadequate document control and includes references to Code requirements not applicable to PE. (EVIDENCE: PE Account Management Procedure)	4	B	NR	21. [OFI] Review PE Account Management Procedure and remove irrelevant references, such as those that only apply to retailers with residential customers. As per Opportunity for Improvement 3.
282	C5.1	Code of Conduct clause 10.5 If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response.	PE routinely referred customers to WP during the audit period for matters relating to the distribution of electricity. A list of Information that can be made available to customers on request is included in the Account Management Procedure. (EVIDENCE: PE Account Management Procedure)	4	A	1	
290	C5.1	Code of Conduct clause 10.9 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 of Conduct is expressed in clear, simple, and concise language and is in a format that makes it easy to understand.	Documentation prepared by the licensee for information purposes is generally in accordance with the requirements. (EVIDENCE: Refer Appendix A, Documentation Reviewed)	4	NP	1	
291	C5.1	Code of Conduct clause 10.10.(1)	Not Rated – No request was received by PE during the	4	A	NR	

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		Upon request, a retailer and a distributor must tell a customer how the customer can obtain a copy of the Code of Conduct.	audit period. A list of Information that can be made available to customers on request is included in the Account Management Procedure. (EVIDENCE: PE Account Management Procedure)				
292	C5.1	Code of Conduct clause 10.10(2) A retailer and distributor must make electronic copies of the Code of Conduct available, at no charge, on their websites.	The Code of Conduct is available on the PE website free of charge at: https://www.perthenergy.com.au/contracts-and-regulatory-information/	4	A	1	
293	C5.1	Code of Conduct clause 10.10(3) A retailer and a distributor must make a copy of the Code of Conduct available for inspection, at no charge, at their respective offices.	The Code of Conduct is available at the PE office free of charge.	4	A	1	
294	C5.1	Code of Conduct clause 10.11(1) Upon request and at no charge, a retailer and a distributor must make available to a residential customer services that assist the residential customer in interpreting information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).	Not Applicable – PE does not supply residential customers.	NA	NA	NA	
295	C5.1	Code of Conduct clause 10.11(2) A retailer and, where appropriate, a distributor, must include in relation to residential customers the telephone number for its TTY services and for independent multi-lingual services, as well as the National Interpreter Symbol with the words	Not Applicable – PE does not supply residential customers.	NA	NA	NA	

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		"Interpreter Services", on the bill and bill-related information, reminder notices and disconnection warnings.					
297	C5.1	Code of Conduct clause 10.12(2) Upon request, a retailer must advise the customer of the availability of different types of meters or refer the customer to the relevant distributor for a response.	Not Rated – No request was received by PE during the audit period. A list of Information that can be made available to customers on request is included in the Account Management Procedure. (EVIDENCE: PE Account Management Procedure)	4	NP	NR	
COMPLAINTS AND DISPUTE RESOLUTION							
298	C5.1	Code of Conduct clause 12.1(1) A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	The Complaints Decision Process includes a flow chart documenting PE's system for managing complaints. The Schedule of Standard Terms and Conditions includes details on Dispute Resolution and Expert Determination. Contact details for making internal (PE) and external complaints (Ombudsman) are included on standard bill templates. (EVIDENCE: Complaints Decision Process, Rev. 1, 13 Sep 2013, Draft) (EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: Bill Statement No. 2046793, 25 Jul 14)	4	A	1	
299	C5.1	Code of Conduct clause 12.1(2) The complaints handling process under subclause 12.1(1) must comply with the	Refer to obligation 174. The complaint handling process is described in the Standard Form Contract.	4	B	2	22. Finalise and include, in the non standard contract, the right of a customer to have their complaint

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		requirements specified in subclauses 12.1(2)(a), (b) and (c) and be made available at no cost.	<p>The Standard Form Contract states PE "...will manage any complaint according to the Australian Standard on Complaints Handling ASO ISO 10002-2006 and..." their "...Customer Complaints Policy."</p> <ul style="list-style-type: none"> ▶ The Schedule of Standard Terms and Conditions and Small Use Customer Information Pack (non-standard contract) do not refer to ASO ISO 10002-2006 or PE's Complaints Decision Process. ▶ The standard and non-standard contracts do not refer to the right of a customer to have their complaint considered by a senior PE employee, the information that will be provided to a customer and the method of response. <p>Excluding the above findings, PE complied with all other requirements of this obligation.</p> <p>(EVIDENCE: PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions) (EVIDENCE: Standard Form Electricity Contract 2016/17 (PESFEC08/16)) (EVIDENCE: Complaints Decision Process, Rev. 1, 13 Sep 2013, Draft) (EVIDENCE: PE Small Use Customer Information Pack)</p>				<p>considered by a senior PE employee, the information that will be provided to a customer and the method of response in the Complaints Decision Process.</p> <p>23. Refer to the Complaints Decision Process and ASO ISO 10002-2006 in the non-standard contract.</p>
300	C5.1	Code of Conduct clause 12.1(3) A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).	<p>As per obligation 172.</p> <ul style="list-style-type: none"> ▶ When responding to a customer complaint, it does not appear that PE advises customers that they have the right to have their complaint considered 	4	B	2	As per obligation 172.

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			internally by a senior PE employee and at their discretion, externally by the Ombudsman. (EVIDENCE: Billing Procedures Overview, Ver 1.0, 14 Oct 2008)				
301	C5.1	Code of Conduct clause 12.1(4) Upon receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	As per obligation 174. ▶ Although the acknowledgement date for an original enquiry is missing from the Complaints Registers and the date received of 1 Apr 2015 seems different to the dates of the emails audited, response times were Code compliant. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2013 – June 2016)	4	B	1	As per obligation 174.
302	C5.1	Code of Conduct clause 12.2 A retailer must comply with any guideline developed by the Authority relating to distinguishing customer queries from customer complaints.	Not Rated – No guideline has been developed by the Authority distinguishing customer queries from customer complaints. PE distinguishes customer complaints from queries as those referred for review by a senior PE employee.	4	NP	NR	
303	C5.1	Code of Conduct clause 12.3 Upon request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer in utilising the respective complaints handling processes.	Not Rated – No request was received by PE during the audit period.	4	NP	NR	

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304	C5.1	Code of Conduct clause 12.4 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 it reasonably considers to be the appropriate entity to deal with the complaint (if known).	As per obligation 282. PE routinely referred customers to WP during the audit period for complaints relating to the distribution of electricity.	4	A	1	
REPORTING							
305	C5.1	Code of Conduct clause 13.1 A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the Authority.	PE have prepared and submitted a report for each year during the audit period. A recent version of the report is made available at: https://www.perthenergy.com.au/contracts-and-regulatory-information/ (EVIDENCE: Electricity Retailer Compliance & Performance Reports, 1 July 2013 to 30 June 2014) (EVIDENCE: Electricity Retailer Compliance & Performance Reports, 1 July 2014 to 30 June 2015) (EVIDENCE: Electricity Retailer Compliance Report, 1 July 2015 to 30 June 2016)	4	NP	1	
306	C5.1	Code of Conduct clause 13.2 The report specified in clause 13.1 must be provided to the Authority by the date, and in the matter and form, specified by the Authority.	All reports during the audit period were provided to the authority by the due date and in the correct format. (EVIDENCE: Emails from PE to Authority submitting compliance reports and data sheets)	4	NP	1	
307	C5.1	Code of Conduct clause 13.3 The report specified in clause 13.1 must be published by the date specified by the Authority. In accordance with clause 13.3(2), a report is	PE is required to publish on their website their Electricity Retailer Performance Reports (datasheets) by 1 October each year. ▶ A request to publish the 2013 report was	4	B	2	24. Amend internal processes to ensure that website publishing dates are as per Code requirements. As part of this, ensure evidence of website

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		published if: - copies of it are available to the public without cost, at places where the retailer or distributor transacts business with the public; and - a copy of it is posted on the retailer or distributor's website.	<p>made on 27 Sep 2013 and actioned the same day.</p> <ul style="list-style-type: none"> ▶ A request to publish the 2014 report was made on 6 Feb 2015, outside of the 1 Oct 2014 requirement. ▶ The 2015 report was published in June 2016. <p>(EVIDENCE: Internal PE emails requesting web publication of compliance reports and data sheets)</p>				publishing dates is maintained for auditing / compliance purposes.
SERVICE STANDARD PAYMENTS							
308	C5.1	Code of Conduct clause 14.1(1) Subject to clause 14.6, a retailer must pay the stated compensation to a customer where the customer is not reconnected in accordance with the timeframes specified in Part 8.	Not Rated – No compensation paid to customers during the audit period.	4	NP	NR	
310	C5.1	Code of Conduct clause 14.2(1) Subject to clause 14.6, if a retailer fails to comply with any of the procedures specified in Part 6 and Part 7 prior to arranging for disconnection or disconnecting a customer for failure to pay a bill, or 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 the specified compensation to the customer.	Not Rated – No compensation paid to customers during the audit period.	4	NP	NR	
312	C5.1	Code of Conduct clause 14.3(1) Subject to clause 14.6, a retailer must pay the customer \$20 where the retailer has failed to	Not Rated – No compensation paid to customers during the audit period. As per Obligation 174, acknowledgement / response to customer complaints were done so in required	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		acknowledge or respond to a complaint within the timeframes prescribed in subclause 12.1(4).	timeframes.				
315	C5.1	Code of Conduct clause 14.7(1) A retailer who is required to make a compensation payment for failing to satisfy a service standard under clauses 14.1, 14.2 or 14.3 must do so in the manner specified in subclause 14.7(1).	Not Rated – No compensation paid to customers during the audit period.	4	NP	NR	
Section 15 - Electricity Industry Metering Code – Licence Conditions and Obligations							
324	C5.1	Electricity Industry Metering Code clause 3.3B A user who is aware of bi-directional flows at a metering point which was not previously subject to a bi-directional electricity flows or any changes in a customer's or user's circumstances in a metering point which will result in bi-directional electricity flows must notify the network operator within 2 business days.	PE must follow WP's process to manage solar connections. PE must submit an application form to WP for each metering point that could be subject to bi-directional flows, before these bi-directional flows commence. A process overview outlines the steps required with any new bi-directional installation (for both new and existing customers). (EVIDENCE: PE's Electricity Supply and Buy-Back for Solar Customers)	4	A	1	
339	C5.1	Electricity Industry Metering Code clause 3.11(3) A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	Not Rated - No reportable malfunctions during audit the period.	4	NP	NR	
354	C5.1	Electricity Industry Metering Code clause 3.18(1) If the Electricity Retail Corporation supplies electricity to a contestable customer at a connection point under a non-regulated contract,	Not Applicable. Applies to the Electricity Retail Corporation (Synergy).	4	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		and in circumstances where immediately before entering into the contract, the electricity retail corporation supplied electricity to the contestable customer under a regulated contract, then the metering installation for the connection point must comply with the prescribed wholesale market metering installation requirements.					
364	C5.1	Electricity Industry Metering Code clause 3.27 A person must not install a metering installation on a network unless the person is the network operator or a registered metering installation provider for the network operator doing the type of work authorised by its registration.	All metering installations are installed by the network operator, WP.	4	NP	1	
371	C5.1	Electricity Industry Metering Code clause 4.4(1) If there is a discrepancy between energy data held in a metering installation and data held in the metering database, the affected Code participants and the network operator must liaise together to determine the most appropriate way to resolve a discrepancy.	Not Rated – There have been no instances of disagreement during the audit period. PE use WP data exclusively.	4	NP	NR	
372	C5.1	Electricity Industry Metering Code clause 4.5(1) A Code participant must not knowingly permit the registry to be materially inaccurate.	Meter information and readings are checked by PE as part of billing processes. If information or usage appear incorrect compared to historical records, with no known reason, PE will contact a customer first to discuss potential causes, then possibly WP to audit their records. No material inaccuracies were detected during the audit period.	4	NP	1	
373	C5.1	Electricity Industry Metering Code clause 4.5(2) Subject to subclause 5.19(6), if a Code	Not Rated – There were no inaccuracies associated with standing data in the registry during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		participant, other than a network operator, becomes aware of a change to, or an inaccuracy in, an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.					
388	C5.1	Electricity Industry Metering Code clause 5.4(2) A user must, when reasonably requested by a network operator, assist the network operator to comply with the network operator's obligation under subclause 5.4(1).	Not Rated – The network operator has not requested the assistance of PE with respect to their metering installation during the audit period. Generally, it is PE requesting the assistance of WP with respect to metering installations.	4	NP	NR	
401	C5.1	Electricity Industry Metering Code clause 5.16 If a user collects or receives energy data from a metering installation then the user must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	Not Applicable – The network operator collects the energy data.	NA	NA	NA	
402	C5.1	Electricity Industry Metering Code clause 5.17(1) A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	PE has provided all required standing and energy data to their customers as part of their billing processes during the audit period.	4	A	1	
405	C5.1	Electricity Industry Metering Code clause 5.18 If a user collects or receives information regarding a change in the energisation status of a metering point then the user must provide the	Not Applicable – The network operator has access to and controls all metering installations. During the audit period, where required, WP advised PE of changes to the energisation status of customer	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	metering points. Customers did not provide this information to PE.				
406	C5.1	Electricity Industry Metering Code clause 5.19(1) A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere, and provide that information to the network operator.	Not Rated – There have been no requests by the network operator to collect information from customers during the audit period. PE relies on WP, with respect to all metering installation matters.	4	NP	NR	
407	C5.1	Electricity Industry Metering Code clause 5.19(2) A user must, to the extent that it is able, collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated.	PE uses the Web Portal to monitor and maintain a record of the prescribed information in relation to each connection point.	NA	A	1	
408	C5.1	Electricity Industry Metering Code clause 5.19(3) Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	Not Applicable – Changes to customer address or site attributes during the audit period are the responsibility of WP.	NA	NA	NA	
410	C5.1	Electricity Industry Metering Code clause 5.19(6) The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of standing	Not Applicable – As per obligation 408, the metering database is maintained by WP, with PE only having cursory control over inaccuracies.	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		data by the network operator to the user.					
416	C5.1	Electricity Industry Metering Code clause 5.21(5) A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	All tests requested by PE during the audit period were in compliance with this clause.	4	A	1	
417	C5.1	Electricity Industry Metering Code clause 5.21(6) A Code participant must not make a request under subclause 5.21(1) that is inconsistent with any access arrangement or agreement.	All test requests made by PE were done so in compliance with this clause. Subject to the requisite fees being paid, WP has not refused any meter test requests.	4	A	1	
435	C5.1	Electricity Industry Metering Code clause 5.27 Upon request from a network operator, the current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	Not Rated – the network operator did not make any requests for customer attributes during the audit period. WP generally has direct access to this already.	4	NP	NR	
448	C5.1	Electricity Industry Metering Code clause 6.1(2) A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	There have been no breaches of the rules, procedures, agreements and criteria during the audit period.	4	A	1	
451	C5.1	Electricity Industry Metering Code clause 7.2(1) Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice	The PE office has a main telephone line, postal address and facsimile / email capability. There have been no communication difficulties during the audit period. Both PE and WP have respective nominated contact persons.	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		communication in connection with the Code.					
453	C5.1	Electricity Industry Metering Code clause 7.2(4) If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a network operator within 3 business days after the request.	Not Rated – There have been no requests for contact details by the network operator during the audit period.	4	NP	NR	
454	C5.1	Electricity Industry Metering Code clause 7.2(5) A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator under subclause 7.2(4) at least 3 business days before the change takes effect.	PE advised WP of their office relocation and change in address (effective 30 Mar 2015) on 24 Mar 2015, at least 3 business days before the change occurred. PE's telephone number did not change as a result of the relocation.	4	A	1	
455	C5.1	Electricity Industry Metering Code clause 7.5 A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	All PE personnel sign confidentiality agreements. In addition, information systems are segregated and password protected so only necessary access to personnel is provided. There have been no breaches of confidentiality during the audit period.	4	A	1	
456	C5.1	Electricity Industry Metering Code clause 7.6(1) A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	Confidential information is disclosed on an as required basis by PE.	4	A	1	
457	C5.1	Electricity Industry Metering Code clause 8.1(1) If any dispute arises between any Code participants then (subject to subclause 8.2(3))	Not Rated – there have been no disputes during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute by negotiations in good faith.					
458	C5.1	Electricity Industry Metering Code clause 8.1(2) If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	Not Rated – there have been no disputes during the audit period.	4	NP	NR	
459	C5.1	Electricity Industry Metering Code clause 8.1(3) If the dispute is not resolved within 10 business days after the dispute is referred to senior management negotiations, the disputing parties must refer the dispute to the senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	Not Rated – there have been no disputes during the audit period.	4	NP	NR	
460	C5.1	Electricity Industry Metering Code clause 8.1(4) If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	Not Rated – there have been no disputes during the audit period.	4	NP	NR	
461	C5.1	Electricity Industry Metering Code clause 8.3(2) The disputing parties must at all times conduct themselves in a manner which is directed	Not Rated – there have been no disputes during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		towards achieving the objective in subclause 8.3(1).					
		Section 16 - Electricity Industry (Network Quality and Reliability of Supply) Code 2005	Not Applicable – Section 16 of the Electricity Compliance Reporting Manual contains Licence Conditions and Obligations relating to the Electricity Industry 'Network Quality and Reliability of Supply' Code. This section is not applicable to Retail Licence holders.				
		Section 17 - Electricity Licences - Licensee Specific Conditions and Obligations	Not Applicable – Section 17 of the Electricity Compliance Reporting Manual contains obligations which only apply to Horizon Power, Western Power, Synergy and Clear Energy.				
		Electricity Licences - Licensee Specific Conditions and Obligations ** Obligations 486 to 496 apply only to Horizon, Western Power, Synergy and Clean Energy and other suppliers	Not Applicable	NA	NA	NA	

3 CHANGES TO THE LICENCE

No changes to the licence conditions are recommended.

4 RECOMMENDATIONS

4.1 CURRENT AUDIT NON-COMPLIANCES AND RECOMMENDATIONS

Recommendations on the actions to be taken by the licensee to address performance audit non-compliances are listed in Table 5 and Table 6.

Table 5 - Current audit non-compliances and recommendations (Resolved)

Table of Current Audit Non Compliances/Recommendations (Resolved)			
A. Resolved during current Audit period			
Manual Ref	Non Compliance/Controls Improvement (Rating / Legislative Obligation / Details of Non Compliance or inadequacy of controls)	Date Resolved (& management action taken)	Auditors Comments
	No actions resolved during current Audit period.		

Table 6 - Current audit non-compliances and recommendations (Unresolved)

Table of Current Audit Non Compliances/Recommendations (Unresolved)				
B. Unresolved during current Audit period				
Ref no/ 2016	Obl	Non Compliance/Controls Improvement (Rating / Legislative Obligation / ► Details of Non Compliance or inadequacy of controls)	Auditors' Recommendation	Management action taken by end of Review period
1	235	<p>Rating: B2</p> <p>Lic Ref: C5.1, Code of Conduct clause 7.7(1)</p> <p>Where 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 comply with subclause 7.7(1).</p> <p>► The register does not include details of the life support equipment required by each customer, as per the registration form requirements. Accordingly, the audit could not</p>	<p>1/2016 Ensure the life support register is fully compliant with the revised Code of Conduct, effective 1 July 2016.</p>	

		confirm that these details were being maintained, despite being requested from customers.		
2	236	<p>Rating: B1</p> <p>Lic Ref: C5.1, Code of Conduct clause 7.7(2)</p> <p>Where a customer registered with a retailer under subclause 7.7(1) notifies the retailer of a change of the customer's supply address or contact details the retailer must undertake the actions specified in subclause 7.7(2).</p> <p>► There is no documented process to notify Western Power (WP) of changes to the register in the timeframes required by the Code.</p>	2/2016	[OFI] Document process to ensure Western Power (WP) is notified of additions / changes to the life support equipment register as per Code timeframes.
3	16, 23, 118, 132, 143, 171, 281	<p>Rating: B1</p> <p>Lic Ref: C5.1, Electricity Industry Customer Transfer Code clause 3.9(1)</p> <p>A retailer may only use data relating to a contestable customer to provide a contestable customer with a quotation for the supply of electricity by the retailer to the contestable customer or to initiate a transfer in relation to the contestable customer.</p> <p>► The Perth Energy Information Security Policy has inadequate document control.</p>	3/2016	[OFI] Review document control in accordance with PE's Document Control Procedure as part of the current work in progress.
4	78	<p>Rating: B2</p> <p>Lic Ref: C5.1, Electricity Industry (Customer Contracts) Regulations 2005</p> <p>Where the licensee supplies electricity under a standard form contract, the standard form contract must comply with the licensee's approved standard form contract on the Authority's website.</p> <p>► The version of Standard Form Electricity Contract published on the PE website may not be the Authority approved Standard Form Electricity Contract.</p>	4/2016	PE to confirm differences between the two published versions of Standard Form Contract and ensure the Authority publishes and approves the most recent Standard Form Contract, as published on the PE website. Confirm procedures are in place to advise and have approved by the Authority any and all changes to the Standard Form Contract.
5	84, 86, 89, 90, 94, 96, 98	<p>Rating: B2</p> <p>Lic Ref: C5.1, Electricity Industry (Customer Contracts) Regulations 2005, regulation 10</p> <p>A nonstandard contract must prohibit the customer from tampering with or bypassing network equipment or allowing any other person to do so.</p>	5/2016	Update the Schedule to Electricity Supply Agreement, Standard Terms and Conditions for compliance with the Regulations.

		<p>▶ The non-standard contract does not explicitly include provisions relating to this Regulation.</p>		
6 & 7	100, 130	<p>Rating: B2 Lic Ref: C5.1, Electricity Industry (Customer Contracts) Regulations 2005, regulation 38</p> <p>Where the licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must, within 5 days after becoming aware notify the customer of the specified information.</p> <p>▶ The audit found that PE may not, under certain circumstances, be aware (and inform customers) that the standard form contract is in effect, albeit for a short duration.</p>	<p>6/2016 [OFI] Include, as part of the change of entity process, references to scenarios under which the standard form contract applies. Also refer to the 5 business day notification requirement of the Regulations.</p> <p>7/2016 Ensure customers are made aware that until they sign a non-standard contract; the standard form contract is in force and will be used for any interim electricity consumption, should they decide to transfer to another retailer. This information could be added to the existing Small Use Customer Information Pack.</p>	
8 & 9	132	<p>Rating: B2 Lic Ref: C23.1, Code of Conduct clause 2.3(1)</p> <p>A retailer or electricity marketing agent must ensure that non-standard contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.3(1).</p> <p>▶ Verifiable consent for a customer was requested, but unable to be located for the audit.</p>	<p>8/2016 Improve systems to recall (from archive if necessary) signed copies of non-standard contracts.</p> <p>9/2016 (OFI) Contract files could be subject to regular (eg. annual) internal audits to confirm compliance.</p>	
10	131, 133	<p>Rating: B2 Lic Ref: C23.1, Code of Conduct clause 2.3(2)</p> <p>A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract.</p> <p>▶ Through discussion with the licensee staff and review of documentation no evidence was found to show that general information on the safe use of electricity was given to customers (or how customers may obtain this information) before entering into non-standard contracts.</p>	<p>10/2016 Add general information on the safe use of electricity to the Small Use Customer Information Pack.</p>	
11	144, 243	<p>Rating: B1 Lic Ref: C5.1, Code of Conduct clause 3.1(2)</p>	<p>11/2016 [OFI] The specific requirements regarding time frames could be</p>	

		<p>Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.</p> <p>▶ The PE process for new connections does not reference the submission time requirements of this clause.</p>	<p>addressed as part of PE sales procedures.</p>	
12	172, 300	<p>Rating: B2 Lic Ref: C5.1, Code of Conduct clause 4.16(1)(a)</p> <p>If a review of a bill has been conducted and the retailer is satisfied that the bill is correct, the retailer may require a customer to pay the unpaid amount; must advise the customer that the customer may request the retailer to arrange a meter test in accordance with the applicable law; and 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.</p> <p>▶ It does not appear that PE specifically reiterates the options available to customers with respect to meter testing and complaint handling in reply to each and every bill review.</p>	<p>12/2016 Include a template response covering Code requirements at the outcome of each and every bill review / complaint where no error is discovered. Ensure customers are made aware that they have the right to have their complaint considered internally by a senior PE employee and at their discretion, externally by the Ombudsman.</p>	
13 & 14	174, 301	<p>Rating: B1 Lic Ref: C5.1, Code of Conduct clause 4.16(2)</p> <p>The retailer must inform a customer of the outcome of the review of a bill as soon as practicable.</p> <p>▶ Although the acknowledgement date for an original enquiry is missing from the Complaints Registers and the date received of 1 Apr 2015 seems different to the dates of the emails audited, response times were Code compliant.</p>	<p>13/2016 [OFI] Examine and update if necessary the procedure for completing all dates associated with the Customer Complaints Register (ensure information is both accurate and complete).</p> <p>14/2016 [OFI] Include the 10 and 20 day acknowledgement and response timeframe requirements in the Complaints Decision Process.</p>	
15 & 16	187	<p>Rating: B2 Lic Ref: C5.1, Code of Conduct clause 5.1</p> <p>The due date on the bill must be at least 12 business days from the date of that bill. Unless a retailer specifies a later date, the date of dispatch is the date of the bill.</p>	<p>15/2016 Update billing systems to ensure actual payment terms are consistent with what has been agreed with each customer.</p> <p>16/2016 Reflect requirements in the Billing Procedures Overview document.</p>	

		<ul style="list-style-type: none"> ▶ The PE "Electricity Supply Agreement: Application and Commercial Terms", being part of the non-standard contract, has a provision for a Payment Due Date that amends the requirements of this obligation on a per customer basis, however, we understand for standard customers 12 business days is offered. ▶ Bill Statement No. 2046793, 25 Jul 14 allowed for 10 business days from the date of the bill – this falls short of the default 12 business days offered. ▶ Bill Statement No. 2061905, 25 Jun 15 allowed for 12 business days from the date of the bill – this complies with the default 12 business days offered. ▶ PE's Billing Procedures Overview does not reference due date requirements. 		
17	188	<p>Rating: B1 Lic Ref: C5.1, Code of Conduct clause 5.2</p> <p>A retailer must offer the following specified minimum payment methods: in person at one or more payment outlets located within the Local Government District of the customer's supply address; by mail; for residential customers, by Centrepay; electronically by means of BPay or credit card; and by telephone by means of credit card.</p> <ul style="list-style-type: none"> ▶ As part of the non-standard contract, the "Small Use Customer Information Pack" amends the requirements of this obligation, restricting payment methods to electronic funds transfer, cheque and direct debit. ▶ Although direct debit is offered, this is not found on bills. 	17/2016 [OFI] Include direct debit as a payment option on bill templates.	
18	240	<p>Rating: B2 Lic Ref: C5.1, Code of Conduct clause 7.7(6)</p> <p>A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the manner and circumstances specified in subclause 7.7(6).</p> <ul style="list-style-type: none"> ▶ The letter template used to update life support details annually does not allow for requesting re-certification every 3 years. ▶ PE is not currently using the letter template for updating life support details – customers are 	18/2016 Contact life support customers annually in accordance with Code requirements. This process could be assisted by including both the customer's anniversary and re-certification dates as part of the life support register.	

		<p>not being contacted annually in accordance with Code requirements.</p> <ul style="list-style-type: none"> ▶ The life support register does not include details on customer anniversary date (for a letter to be sent out within the window required by the Code) and re-certification date (so it is known when re-certification details must be requested). 		
19 & 20	241	<p>Rating: B1 Lic Ref: C5.1, Code of Conduct clause 7.7(7) A retailer or a distributor must remove the customer's details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).</p> <ul style="list-style-type: none"> ▶ The schedule of Standard Terms and Conditions does not explicitly require for a person no longer requiring life support equipment to advise PE. ▶ Evidence of the one removal from the life support register was outside the audit period; however, it did not appear that this was confirmed by the customer in writing. ▶ The PE life support register only records date removed as month and year. 	<p>19/2016 [OFI] Amend Schedule of Standard Terms and Conditions such that customers are obligated to advise PE in writing when a person no longer requires life support equipment.</p> <p>20/2016 [OFI] Update life support register to include the full date of removal as evidence to ensure compliance with Code timeframes.</p>	
21	281	<p>Rating: B / NR Lic Ref: C5.1, Code of Conduct clause 10.4 Upon request and at no charge, a retailer must provide a customer with general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.</p> <ul style="list-style-type: none"> ▶ The PE Account Management Procedure has inadequate document control and includes references to Code requirements not applicable to PE. 	<p>21/2016 [OFI] Review PE Account Management Procedure and remove irrelevant references, such as those that only apply to retailers with residential customers.</p>	
22 & 23	92, 299	<p>Rating: B2 Lic Ref: C5.1, Code of Conduct clause 12.1(2) The complaints handling process under subclause 12.1(1) must comply with the requirements specified in subclauses 12.1(2)(a), (b) and (c) and be made available at no cost.</p> <ul style="list-style-type: none"> ▶ The Schedule of Standard Terms and Conditions and Small Use Customer Information Pack (non-standard contract) do 	<p>22/2016 Finalise and include, in the non standard contract, the right of a customer to have their complaint considered by a senior PE employee, the information that will be provided to a customer and the method of response in the Complaints Decision Process.</p> <p>23/2016 Refer to the Complaints Decision Process and ASO ISO 10002-</p>	

		<p>not refer to ASO ISO 10002-2006 or PE's Complaints Decision Process.</p> <ul style="list-style-type: none"> ▶ The standard and non-standard contracts do not refer to the right of a customer to have their complaint considered by a senior PE employee, the information that will be provided to a customer and the method of response. 	<p>2006 in the non-standard form contract.</p>	
24	307	<p>Rating: B2 Lic Ref: C5.1, Code of Conduct clause 13.3</p> <p>The report specified in clause 13.1 must be published by the date specified by the Authority. In accordance with clause 13.3(2), a report is published if:</p> <ul style="list-style-type: none"> - copies of it are available to the public without cost, at places where the retailer or distributor transacts business with the public; and - a copy of it is posted on the retailer or distributor's website. <ul style="list-style-type: none"> ▶ A request to publish the 2013 report was made on 27 Sep 2013 and actioned the same day. ▶ A request to publish the 2014 report was made on 6 Feb 2015, outside of the 1 Oct 2014 requirement. ▶ The 2015 report was published in June 2016. 	<p>24/2016 Amend internal processes to ensure that website publishing dates are as per Code requirements. As part of this, ensure evidence of website publishing dates is maintained for auditing / compliance purposes.</p>	
Uncompleted from previous audit and unresolved during current Audit period				
25		<p>Rating 4 Retail Licence condition 15.2</p> <p>A licensee must, unless otherwise notified in writing by the Authority, review the customer service charter within the timeframe specified, and submit to the Authority the results of that review within 5 days after it is completed.</p> <ul style="list-style-type: none"> ▶ The Authority has removed the requirement for electricity and gas retailers and distributors to produce and review a customer service charter. It is noted that reference to the customer service charter is still made on the Perth Energy Website and their bills in the additional information section. (OFI) 	<p>25/2016 Remove any remaining references to the Customer Service Charter throughout all current PE documents. Examples include: Account Management Procedure, Billing Procedures Overview and Standard Form Contract (OFI). (Was 4/2013)</p>	

POST AUDIT IMPLEMENTATION PLAN

The Post Audit Implementation Plan (PAIP) is a separate document prepared by the licensee in response to the recommendations made in the audit. As it represents the licensee's views and actions it does not form part of the audit report, however it includes all key audit findings and recommendations that have been made in the audit. For each recommendation the licensee has recorded responses and corrective actions, responsibility for the actions and a proposed date for completion.

Appendix A - Documentation Reviewed

Key Documentation Reviewed

Performance Audit

1. Perth Energy Customer Complaints Registers, July 2013 – June 2016
2. PE Account Management Procedure
3. Perth Energy Life Support Equipment on WP Register 2016
4. PE Schedule to Electricity Supply Agreement, Standard Terms and Conditions
5. Life Support Equipment Registration
6. PE Sales Process Procedure and Checklist: RFP to CTR
7. Perth Energy Electricity & Gas Supply Request for Quotation Form
8. Perth Energy Privacy Policy, Rev. 2
9. Perth Energy Information Security Policy
10. Release of Information Consent Form, 15/1/15
11. PE Document Control Procedure, 26/7/16
12. Office Relocation Notice Letter, 24 March 2015
13. Screen captures showing the WP portal process information for CTRs
14. Standard Form Electricity Contract 2016/17 (PESFEC08/16)
15. PE Electricity Supply Agreement: Application and Commercial Terms
16. PE Small Use Customer Information Pack
17. PE Final Report, 2013 Performance Audit
18. Payment by PE of ERA 100178 on 24 June 2014
19. Payment by PE of ERA 100352 on 26 June 2015
20. Payment by PE of ERA 100793 on 11 July 2016
21. PE Crisis Management Plan and Business Continuity Plan, Rev 1.1, 30 Dec 2011
22. PE Risk Management Procedure, Rev 3.0, 11 Mar 2012
23. Independent Audit Reports to the members of Perth Energy Pty Ltd, 29 April 2014, 30 April 2015, 28 April 2016
24. Emails from PE to Authority submitting compliance reports and data sheets
25. PE Electricity Supply Agreement: Application and Commercial Terms, 16 May 2016
26. PE Electricity Supply Agreement: Application and Commercial Terms, 8 June 2016
27. E2.2 Contract Execution, Flow Chart, Rev. 5, 13 Mar 2015
28. Bill Statement No. 2046793, 25 Jul 14
29. Bill Statement No. 2061905, 25 Jun 15

30. Bill Statement No. 2093586, 27 Jun 16
31. High Level Process – New Connection
32. Billing Procedures Overview, Ver 1.0, 14 Oct 2008
33. PE email correspondence confirming refund of account credit, Date: 16 Oct 2015
34. Complaints Decision Process, Rev. 1, 13 Sep 2013, Draft
35. PE letter, Subject: Ombudsman Complaint, Date: 14 Apr 2015
36. PE email correspondence, Date: 21 Oct 2014
37. Direct Debit Verifiable Consent, 15 Jan 2015
38. Direct Debit Verifiable Consent, 22 Oct 2015
39. Customer Correspondence, Compiled 12 Nov 2013
40. Letter Template, Subject: Updating list of Persons on Life Support Equipment
41. Life Support Equipment Registration
42. Letter Template, Retailers & Distributors Obligations to make Payment to Customers
43. Electricity Retailer Compliance & Performance Reports, 1 July 2013 to 30 June 2014
44. Electricity Retailer Compliance & Performance Reports, 1 July 2014 to 30 June 2015
45. Electricity Retailer Compliance Report, 1 July 2015 to 30 June 2016
46. Emails from PE to Authority submitting compliance reports and data sheets
47. Internal PE emails requesting web publication of compliance reports and data sheets
48. PE's Electricity Supply and Buy-Back for Solar Customers
49. PE email correspondence with WP, Date: 25 Aug 2016