



# Electricity Code Consultative Committee

## Draft Review Report

*2017 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers*

26 September 2017

## Contents

<b>1</b>	<b>Invitation for submissions</b>	<b>1</b>
<b>2</b>	<b>Executive summary and draft recommendations</b>	<b>3</b>
<b>3</b>	<b>Background</b>	<b>9</b>
3.1	The electricity market in Western Australia	9
3.2	The Code	10
3.3	The ECCC	10
3.4	ECCC members	11
3.5	Code review process	11
<b>4</b>	<b>Part 4 – Billing</b>	<b>13</b>
4.1	Clause 4.1 – Shortening the billing cycle	13
4.2	Clause 4.3 – Bill smoothing	13
4.3	Clause 4.6 – Basis of a bill	14
<b>5</b>	<b>Part 5 – Payment</b>	<b>16</b>
5.1	Clause 5.6(1)(c) – Late payment fee	16
5.2	Clauses 5.8 and 5.9 – Debt collection	17
<b>6</b>	<b>Part 6 – Payment Difficulties &amp; Financial Hardship</b>	<b>18</b>
6.1	Clause 6.4(1) – Assistance for residential customers experiencing payment difficulties	18
6.2	Clause 6.10(2) – Financial hardship policy and treatment of customer’s information	19
6.3	Clause 6.10(2) and (3) – Consultation with relevant consumer representatives during review or amendment of financial hardship policies	20
<b>7</b>	<b>Part 7 – Disconnection</b>	<b>21</b>
7.1	Clause 7.5 – “Disconnection” or “interruption” for emergencies	21
7.2	Clause 7.7(4)(b) – Notifying life support customers of planned interruptions	22
7.3	Clause 7.7(7)(c) – Correction to referenced clauses	22
<b>8</b>	<b>Part 8 – Reconnection</b>	<b>24</b>
8.1	Clauses 8.1 – Reconnection by a retailer	24
<b>9</b>	<b>Part 9 – Pre-payment meters</b>	<b>26</b>
9.1	Clause 9.7 – Allowing flexibility in how recharge facilities are provided	26
<b>10</b>	<b>Part 10 – Information and communication</b>	<b>27</b>
10.1	Clause 10.1 – Tariff information	27
<b>11</b>	<b>Service Standard Payments</b>	<b>28</b>
11.1	Clause 14.2(1)(a) – Wrongful disconnections	28
<b>12</b>	<b>Minor amendments – Typographical changes, formatting and definitions</b>	<b>30</b>
12.1	Clause 1.5 – Definition of “adjustment”	30
12.2	Clause 1.10 – Deleting “annotations”	30
12.3	Clause 4.1(a)(iii) – Inserting the word “their” into the clause	31
12.4	Clause 6.4(3)(a) – Clarifying the clause	31
12.5	Clause 6.7 – Deleting “previously elected” from the clause	32
12.6	Clause 7.6(3)(b) – Formatting of “emergency reasons”	32

12.7 Clause 7.7(7)(b)(ii)(D) – “Facsimile”	33
<b>ATTACHMENTS</b>	<b>34</b>
<b>Attachment 1 – Mark-up of Code showing ECCC’s draft recommendations</b>	<b>35</b>
<b>Attachment 2 – ECCC Terms of Reference</b>	<b>36</b>

# 1 Invitation for submissions

This Draft Review Report contains the preliminary recommendations of the Electricity Code Consultative Committee (**ECCC**) to amend the *Code of Conduct for the Supply of Electricity to Small Use Customers 2016* (**Code**).

The ECCC is appointed by the Economic Regulation Authority (**ERA**) under the *Electricity Industry Act 2004* (the **Act**). As required under the Act, the ECCC reviews the Code every two years, and provides advice to the ERA on any proposed Code amendments.

The Code applies to distributors and retailers that supply small use residential and business customers. That is, customers whose electricity consumption is no more than 160 megawatt hours per year.

The purpose of the ECCC review is to re-assess the suitability of the provisions of the Code. The Code defines standards of conduct and levels of services in the supply and marketing of electricity to small use customers, provides for compensation payments where standards are not met, and protects small use customers from undesirable marketing conduct.

The Code covers a broad range of areas including billing, connection, disconnection, financial hardship and complaints.

In this Draft Review Report, the ECCC has made a number of preliminary recommendations to amend provisions of the Code, and has also asked a number of questions.

The ECCC invites written submissions from interested parties on its Draft Review Report, and on any other matters relevant to the Code.

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

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

Fax: (08) 6557 7999  
Email: [publicsubmissions@erawa.com.au](mailto:publicsubmissions@erawa.com.au)

Submissions must be received by **4:00 pm (WST)** on 24 October 2017. Late submissions will not be considered.

Should you require further information, please contact Mr Alex Kroon, Executive Officer ECCC, on (08) 6557 7989.

## Confidentiality

Submissions made to the ECCC will be treated as being in the public domain and will be placed on the ERA's website unless confidentiality is claimed. If a submission or part of a submission is made in confidence, the party should indicate which part of the

submission is confidential and specify, in reasonable detail, why confidentiality is being claimed.

The publication of a submission on the ERA's website shall not be taken as indicating that the ECCC or the ERA has actual or constructive knowledge of the submission contents and, in particular, where the submission in whole or part contains information subject to a confidentiality claim. No duty of confidence will arise for the ERA.

## 2 Executive summary and draft recommendations

This Draft Review Report outlines the ECCC’s proposed recommendations to amend the Code. Subject to public submissions on these recommendations, the ECCC will finalise its position and prepare a Final Review Report to the ERA.

Where the ECCC has not had an opportunity to fully consider particular issues, the ECCC has asked questions in this report to which interested parties can respond.

In section 3, the ECCC provides background information on the electricity market in Western Australia, the Code, the role of the ECCC and the Code review process.

Sections 4 to 11 contain the substantive issues the ECCC has identified. Section 12 sets out minor amendments the ECCC proposes to make to the Code.

For ease of reference, recommendations have been set out in grey shaded boxes, and questions have been set out in yellow shaded boxes.

**Attachment 1** to this report is a marked-up copy of the Code incorporating the ECCC’s draft recommendations in this Draft Review Report.

In summary, the ECCC makes the following draft recommendations:

**Recommendation 1** – Amend the billing cycle under clause 4.1(a) from “no more than once a month” to “no more than once every 26 days”.

**Recommendation 2** – Amend clause 4.3 to insert new subclause 4.3(2)(f) as follows:

(f) if the bill smoothing arrangement between the **retailer** and the **customer** is for a defined period or has a specified end date, the **retailer** must no less than one month before the end date of the bill smoothing arrangement notify the **customer** in writing:

- (i) that the billing smoothing arrangement is due to end; and
- (ii) the options available to the **customer** after the bill smoothing arrangement has ended.

**Recommendation 3** – Amend clause 4.6 as follows:

### 4.6 Basis of bill

~~(4)~~ Subject to clauses [4.3](#) and [4.8](#), a retailer must base a customer’s bill on–

- (a) the **distributor’s** or **metering agent’s** reading of the **meter** at the **customer’s supply address**;
- (b) the **customer’s** reading of the **meter** at the **customer’s supply address**, provided the **distributor** has expressly or impliedly consented to the **customer** reading the **meter** for the purpose of determining the amount due; or
- (c) if the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code**, or otherwise as set out in any applicable law.

**Recommendation 4** – Amend clause 5.6(1)(c) as follows:

subject to subclause (2), the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman**, and –

- (i) the **complaint** ~~has is-not been~~ **resolved** by the **retailer**; ~~or~~
- (ii) the complaint is resolved by the retailer in favour of the residential customer. If the complaint is not resolved in favour of the residential customer, any late payment fee shall only be calculated from the date of the retailer's decision; or
- (iii) the complaint ~~has is-not been~~ determined or ~~has been is-~~ upheld by the electricity **ombudsman** (if a **complaint** has been made to the **electricity ombudsman**). If the **complaint** is determined by the **electricity ombudsman** in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or

**Recommendation 5** – Consolidate clauses 5.8 and 5.9 as follows:

#### 5.8 Debt collection

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

#### 5.9 Debt collection

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

**Recommendation 6** – Amend clause 6.4(1) as follows:

- (1) A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –
  - (a) additional time to pay a bill; and
  - (b) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.
  - ~~(a) if the **residential customer** is experiencing **payment difficulties**:~~
    - ~~(i) additional time to pay a bill; and~~
    - ~~(ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**;~~
  - ~~(b) if the **residential customer** is experiencing **financial hardship**:~~
    - ~~(i) additional time to pay a bill; and~~
    - ~~(ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to~~

~~pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.~~

**Recommendation 7** – Amend clause 6.10(2) by adding a new sub-clause (k) as follows:

**6.10(2)** The hardship policy must –

[...]

(k) include a statement specifying how the retailer will treat information disclosed by the customer to the retailer and information held by the retailer in relation to the customer.

**Recommendation 8** –

1) Amend clause 7.5 as follows:

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

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

2) Amend the titles of Part 7 and Division 1 of Part 7 as follows:

Part 7 Disconnection & Interruption

Division 1 – Conduct in relation to disconnection or interruption

3) Amend clause 7.6(3) as follows:

A **retailer** or a **distributor** may arrange for **disconnection or interruption** of a **customer's supply address** if the **disconnection or interruption** –

- (a) was requested by the **customer**; or
- (b) was carried out for **emergency reasons**.

**Recommendation 9** – Amend clause 7.7(4)(b) as follows:

prior to any planned **interruption**, provide at least 3 **business days** written notice ~~or notice by **electronic means**~~ to the **customer's supply address or an address nominated by the customer, or notice by **electronic means** to the customer** and, unless expressly requested in writing by the **customer** not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by **electronic means** from the **customer** or someone residing at the **supply address** that the notice has been received.

**Recommendation 10** – Correct the references in clause 7.7(7)(c) by amending the clause as follows:

If a **distributor's** obligations under subclauses ~~(1),~~(3), (4), (4A) and (5) ~~and (6)~~ terminate as a result of the operation of subclause (7)(a)(iii) [...]

**Recommendation 11** –

1) Amend clause 8.1 by adding in a new subclause 8.1(3), as follows:



- (3) If a **retailer** does not forward the request for **reconnection** to the relevant **distributor** within the timeframes in subclause (2), the **retailer** will not be in breach of this clause 8.1:
- (a) if the **retailer** takes alternative steps to ensure the **customer** is not adversely affected by the failure of the **retailer** to forward the request for **reconnection** within the required timeframe in subclause (2); and
  - (b) the **customer's supply address** is **reconnected** by the **distributor** within the timeframes in clause 8.2(2) as if the **distributor** had received the request for **reconnection** from the **retailer** in accordance with subclause (2).

2) Amend clause 14.1(1) as follows:

Subject to clause 14.6, if a **retailer** is required to arrange a **reconnection** of a **customer's supply address** under Part 8 –

- (a) but the **retailer**, subject to clause 8.1(3), has not complied with the time frames prescribed in clause 8.1(2); or
- (b) the **retailer** has complied with the time frames prescribed in clause 8.1(2) or otherwise taken alternative steps contemplated by clause 8.1(3), but a **distributor** has not complied with the time frames prescribed in clause 8.2(2),

the **retailer** must pay to the **customer** \$60 for each day that it is late, up to a maximum of \$300.

**Recommendation 12** – Amend clause 9.7 as follows:

Unless otherwise agreed with the customer, a **retailer** must ensure that –

- (a) at least 1 **recharge facility** is located as close as practicable to a **pre-payment meter**, and in any case no further than 40 kilometres away...

**Recommendation 13** –

1) Amend clause 10.1(1) as follows:

A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs, fees and charges, no later than the next bill in a **customer's billing cycle**.

2) Amend clause 10.1(2) as follows:

A **retailer** must give or make available to a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, fees and charges, including any **alternative tariffs** that may be available to that **customer**.

3) Amend clause 10.1(3) as follows:

A **retailer** must give or make available to a **customer** the information referred to under subclause (2) within 8 business days of the date of receipt. If requested by the **customer**, the **retailer** must give the information in writing.

**Recommendation 14** – Amend clause 14.2(1)(a) as follows:

- (1) Subject to clause 14.6, if a **retailer**—
  - (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 ~~and or~~ 6.10) ~~and-or~~ Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), or 7.7(2)(-ae) ~~and 7.7(2)(e)~~) of the **Code** prior to arranging for **disconnection** or **disconnecting** a **customer** for failure to pay a bill; or ...

Minor amendments

**Recommendation 15** – Amend the definition of “adjustment” in clause 1.5 as follows:

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

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

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

**Recommendation 16** – Amend clause 1.10 by deleting the words “and an annotation” from the clause.

**Recommendation 17** – Amend clause 4.1(a)(iii) as follows:

A **retailer** must issue a bill no more than once a month, unless the **retailer** has received a request from the **customer** to change [their supply address](#) or issue a final bill.

**Recommendation 18** – Amend clause 6.4(3)(a) as follows:

If a **residential customer** accepts an **instalment plan** offered by a **retailer**, the **retailer** must—

- (a) within 5 **business days** of the **residential customer** accepting the **instalment plan** provide the **residential customer** with information in writing or by **electronic means** [that specifies](#)—
  - (i) ~~that specifies~~ the terms of the **instalment plan** (including the number and amount of payments, the duration of payments and how the payments are calculated);
  - (ii) the consequences of not adhering to the **instalment plan**; and
  - (iii) the importance of contacting the **retailer** for further assistance if the **residential customer** cannot meet or continue to meet the **instalment plan** terms...

**Recommendation 19** – Amend clause 6.7 as follows:

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

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

---

<sup>1</sup> The deletion of “b” is a consequential amendment consistent with the ECCC’s recommendation No. 6 (discussed in detail on pages 18-19 of this Draft Review Report).

**Recommendation 20** – Amend clause 7.6(3)(b) as follows:

A **retailer** or a **distributor** may arrange for **disconnection** of a **customer’s supply address** if the **disconnection**—

- (a) was requested by the **customer**, or
- (b) was carried out for **emergency reasons**.

**Recommendation 21** – Amend clause 7.7(7)(b)(ii) as follows:

a minimum of 2 other attempts to **contact** the **customer** by any of the following means—

(A) **electronic means**;

(B) **telephone**;

(C) in person; or

~~(D) facsimile; or~~ Not Used

(E) by post sent to the **customer’s supply address** and any other address nominated by the **customer**.

Questions

The ECCC also seeks comments from interested parties on the following question.

**Question 1**

The ECCC is interested in stakeholders’ views on whether clauses 6.10(6) and 6.10(8) should be amended to require that a retailer consult with relevant consumer representatives when it is directed by the ERA under clause 6.10(6) to review its financial hardship policy and procedures, or when it materially amends the policy on its own initiative under clause 6.10(8).

Alternatively, the ECCC is interested in stakeholders’ views on whether it may be more suitable for this requirement to be included in the ERA’s *Financial Hardship Policy Guidelines – Electricity & Gas Licences (Hardship Guidelines)*<sup>2</sup> instead of the Code.

---

<sup>2</sup> A copy of the Hardship Guidelines, dated March 2015, are available at:  
<https://www.erawa.com.au/electricity/electricity-licensing/regulatory-guidelines>.

## 3 Background

### 3.1 The electricity market in Western Australia

Under the Act, persons who operate a distribution network or sell electricity to end use customers must obtain a licence from the ERA. Licensees who distribute or sell electricity to small use customers must comply with the Code as a condition of their licence.

A small use customer is a customer who consumes not more than 160 megawatt hours of electricity per year.<sup>3</sup>

Electricity Networks Corporation (t/a Western Power) is the monopoly distributor of electricity to small use customers within the South West Interconnected System (**SWIS**), with over 1.110 million connections, or 95.9% of the total distribution network connections in the State.<sup>4</sup>

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

- Alinta Sales Pty Ltd (trading as **Alinta Energy**)
- AER Retail Pty Ltd
- A-Star Electricity Pty Ltd
- Amanda Energy Pty Ltd
- Change Energy Pty Ltd
- Clear Energy Pty Ltd<sup>5</sup>
- Regional Power Corporation (trading as **Horizon Power**)
- Wesfarmers Kleenheat Gas Pty Ltd (**Kleenheat**)
- Perth Energy Pty Ltd
- Rottnest Island Authority (**RIA**)
- Electricity Generation and Retail Corporation (trading as **Synergy**)

According to data provided to the ERA for the year ending 30 June 2016, Synergy was the largest retailer in the State with approximately 96% of the total market.<sup>6</sup> Horizon Power, which retails electricity in regional and remote areas outside the SWIS, had 46,809 customers, or approximately 4% of the total market. The remaining customers were divided between Alinta Energy (2,428 customers), Perth Energy (599 customers), Amanda Energy (76 customers) and RIA (25 customers).

In the SWIS, only Synergy is allowed to sell electricity to customers who consume less than 50 megawatt hours of electricity per year (known as non-contestable customers).<sup>7</sup>

<sup>3</sup> Currently, 160 megawatt hours of electricity equates to an annual electricity bill of approximately \$42,536 (residential) or \$56,084 (business).

<sup>4</sup> *2016 Annual Performance Report – Energy Distributors*, Economic Regulation Authority.

<sup>5</sup> Clear Energy has not supplied electricity to customers since it obtained its licence in 2010.

<sup>6</sup> Synergy had 1,081,854 residential and non-residential small use customers as at 30 June 2016.

<sup>7</sup> This is because, by law, if a customer consumes less than 50 megawatt hours of electricity per year, Western Power is only allowed to provide network services for the supply of electricity to that customer if the customer is a customer of Synergy.

## 3.2 The Code

The Code was developed to protect the interests of small use customers, as they often have little or no say in the terms and conditions of their electricity supply.

The objective of the Code is to regulate retailers, distributors and marketing agents, by defining standards of conduct in the supply and marketing of electricity, providing for compensation payments to customers when standards are not met, and prohibiting undesirable marketing conduct.<sup>8</sup>

Since its commencement in 2004, the Code has undergone five reviews by the ECCC. To date, the ECCC has completed reviews of the Code in 2007, 2009, 2011, 2013 and 2015.<sup>9</sup>

The current Code, the *Code of Conduct for the Supply of Electricity to Small Use Customers 2016*, came into effect on 1 July 2016. This is at **Attachment 1**.

The Code covers a broad range of issues, including:

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

The Code has the power of subsidiary legislation. The ERA is responsible for monitoring and enforcing compliance with the Code.

## 3.3 The ECCC

The ERA first established the ECCC in 2006 to advise it on matters relating to the Code, as required by section 81 of the Act.

Under the Act, the ECCC must carry out a review of the Code every two years and provide advice to the ERA regarding any proposed Code amendments.

For further information on previous Code reviews, please visit the following website: <https://www.erawa.com.au/electricity/electricity-licensing/code-of-conduct-for-the-supply-of-electricity-to-small-use-customers>

---

<sup>8</sup> Section 79(3) of the Act.

<sup>9</sup> Outside the biennial review cycle, the ECCC also provided advice to the ERA about the Code's prepayment meter provisions (in 2010 and 2013) and life support provisions (in 2012).

### 3.4 ECCC members

On 13 July 2017, the ERA appointed the following members to the ECCC for the 2017-2019 term:

Chair	
Executive Director, Regulation & Inquiries <sup>10</sup>	Economic Regulation Authority
Executive Officer	
Manager Projects, Utility Services Regulation <sup>11</sup>	Economic Regulation Authority
Industry representatives	
Ms Catherine Rousch	Alinta Energy
Mr Terry Absolon	Horizon Power
Mr Simon Thackray	Synergy
Mr Gino Giudice	Western Power
Consumer Organisation representatives	
Ms Kathryn Lawrence	Citizens Advice Bureau
Ms Diane Hayes	Financial Counsellors' Association of WA
Ms Celia Dufall	Financial Counselling Network
Dr Jennie Gray	Western Australian Council of Social Service
Government representatives	
Ms Sarah Hazell	Department of Mines, Industry Regulation and Safety
Ms Mena Gilchrist	Department of Treasury, Public Utilities Office

The ECCC memberships expire on 6 July 2019.

A copy of the Terms of Reference for the ECCC is at **Attachment 2**.

### 3.5 Code review process

The ECCC has endorsed the release of this Draft Review Report for public comment.

Once the ECCC has received public submissions to this Draft Review Report, the ECCC will consider issues raised in the submissions and prepare a Final Review Report to the ERA.

Following receipt of the Final Review Report, the ERA may decide to amend the Code. If so, the ERA must, under the Act, refer the proposed amendments back to the ECCC for its advice. The ECCC must then undertake consultation on the proposed amendments and provide its final advice to the ERA.

The table below provides an indicative timeline for the 2017 Code Review:

<sup>10</sup> This position is currently occupied by Mr Paul Kelly.

<sup>11</sup> This position is currently occupied by Mr Alex Kroon.

Step	Indicative date
The ECCC publishes its Draft Review Report and invites public submissions	September 2017
Close of public submissions period (4 weeks)	Late October 2017
The ECCC considers submissions and prepares a Final Review Report.	Late December 2017
ECCC approves Final Review Report and delivers it to ERA	January 2018
ERA publishes its Draft Decision	February 2018
Public consultation on ERA's Draft Decision (3 weeks)	March 2018
ECCC provides its final advice to ERA	May 2018
ERA publishes its Final Decision	Late May 2018
Gazettal of new Code	Mid-June 2018

## 4 Part 4 – Billing

### 4.1 Clause 4.1 – Shortening the billing cycle

Clause 4.1(a) requires a retailer to issue a bill no more than once a month, and no less than once every three months. A retailer is able to issue a bill more frequently in certain circumstances, including if the customer gives specific “verifiable consent” to being billed more frequently than once a month.

The ECCC is aware that for customers on a monthly billing cycle, retailers may sometimes receive a meter reading from the distributor up to four days before the end of the month. This is because the distributor’s meter reading schedules are not always exactly once a month.

As a retailer’s automated billing system normally issue bills the day after the retailer receives the meter reading (provided the reading passes validation), receiving the meter reading early can result in the bill being issued to the customer more frequently than once a month.

The ECCC considers that clause 4.1(a) should be amended to allow more flexibility for retailers in this situation. Therefore, the ECCC proposes to change the minimum billing cycle from “no more than once a month” to “no more than once every 26 days”.

The ECCC notes that clause 4.1(a) already allows retailers to obtain “verifiable consent” from customers on monthly billing cycles to bill more frequently than once a month. However, this would require retailers to obtain specific consent from each customer, which may not be practical if it involves a large number of customers.

#### **Recommendation 1**

Amend the minimum billing cycle under clause 4.1(a) from “no more than once a month” to “no more than once every 26 days”.

### 4.2 Clause 4.3 – Bill smoothing

Under clause 4.3, a bill smoothing arrangement offered by a retailer to a customer is for a period of 12 months. During that period, the amount charged under each bill is based on the retailer’s estimate of the customer’s consumption amount, rather than an actual meter reading. At the end of the arrangement, a retailer is required to ensure that the meter is read and any adjustment is included on the next bill.<sup>12</sup>

There is currently no requirement in the Code that a retailer notify a customer when their bill smoothing arrangement is about to end.

The ECCC considers that requiring retailers to provide notice to customers when the bill smoothing arrangement is about to end may reduce the risk of customers experiencing bill shock or confusion when they come off their bill smoothing arrangement. This notice could include an option to extend the existing bill smoothing arrangement (if the retailer

---

<sup>12</sup> Clause 4.3(2)(d).



wishes to make this available to the customer) or revert to the standard billing arrangement based on actual meter readings.

### Recommendation 2

Amend clause 4.3 to insert new subclause 4.3(2)(f) as follows:

(f) if the bill smoothing arrangement between the retailer and the customer is for a defined period or has a specified end date, the retailer must no less than one month before the end date of the bill smoothing arrangement notify the customer in writing:

- (i) that the billing smoothing arrangement is due to end; and
- (ii) the options available to the customer after the bill smoothing arrangement has ended.

## 4.3 Clause 4.6 – Basis of a bill

Clause 4.6 requires that a retailer base a customer's bill on a meter reading at the customer's supply address, but if the retailer is unable to reasonably do so, it must give an estimated bill to the customer. Clause 4.6 is subject to clause 4.8, which contains the requirements for basing a bill on an estimated reading.

Clause 4.3 provides for bill smoothing arrangements. Under a bill smoothing arrangement, a retailer must charge the same amount on each bill based on estimated consumption, subject to a final adjustment at the end of the bill smoothing arrangement.<sup>13</sup>

As the majority of bills issued under bill smoothing arrangements are not based on an estimated or actual meter reading, clause 4.3 is inconsistent with the requirements of clause 4.6.

To address this inconsistency, the ECCC proposes to amend clause 4.6 to explicitly state that it is subject to both clauses 4.3 and 4.8.

The amendment would also include deleting the number "(1)" from clause 4.6, since there is no other sequentially numbered sub-clause in clause 4.6.

### Recommendation 3

Amend clause 4.6 as follows:

#### 4.6 Basis of bill

~~(1)~~ Subject to clauses [4.3](#) and 4.8, a **retailer** must base a **customer's** bill on—

- (a) the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address**;

<sup>13</sup> Under clause 4.3(2)(c), the retailer is required to re-estimate the amount in or before the seventh month (i.e. half-way through the bill smoothing arrangement), to account for actual meter reading. Further, under clause 4.3(2)(d), the retailer is required, when the customer comes off the bill smoothing arrangement, to include an adjustment on the next bill to recover any shortfall between amounts paid and actual consumption over the whole period.

(b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the **distributor** has expressly or impliedly consented to the **customer** reading the **meter** for the purpose of determining the amount due; or

(c) if the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code**, or otherwise as set out in any applicable law.

## 5 Part 5 – Payment

### 5.1 Clause 5.6(1)(c) – Late payment fee

Clause 5.6(1)(c) states that a retailer must not charge a residential customer a late payment fee if the customer has made a complaint directly related to the non-payment of a bill:

- to the retailer, and the complaint is not resolved by the retailer; or
- to the Energy and Water Ombudsman (**Ombudsman**), and the complaint is not determined or is upheld by the Ombudsman.

Further, the clause states that if the Ombudsman determines the complaint in favour of the retailer, any late payment fee charged to the customer would be calculated from the date of the Ombudsman’s decision.

The ECCC notes that this clause does not address the following scenarios:

- 1) A customer makes a complaint to a retailer, and the retailer resolves the complaint in the customer’s favour.
- 2) A customer makes a complaint to a retailer, the retailer does not resolve the complaint in the customer’s favour, but the customer does not escalate the complaint to the Ombudsman.

In the first scenario, the retailer could technically charge a late payment fee. In the second scenario, there is nothing preventing the retailer from charging the customer a late payment fee dating back to the date of the non-payment (this contrasts with the current position that if the Ombudsman does not uphold the complaint, the late payment fee is calculated from the date of the Ombudsman’s decision).

The ECCC proposes to amend clause 5.6(1)(c) to ensure consistency in the way customer complaints are treated by:

- 1) prohibiting a retailer from charging a late payment fee to a residential customer if the retailer decides the complaint in favour of the customer; and
- 2) allowing a retailer to charge a late payment fee, which is calculated from the date of the retailer’s decision, if the retailer does not resolve the complaint in favour of a residential customer,<sup>14</sup> and the customer does not escalate the complaint to the Ombudsman.

#### Recommendation 4

Amend clause 5.6(1)(c) as follows:

subject to subclause (2), the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman**, and   

<sup>14</sup> In this situation, the retailer would need, under clause 12.1(3)(b), to advise the customer about the reasons for the outcome and the customer’s right to raise the complaint with the Ombudsman.

- (i) the **complaint** has ~~is~~ not been **resolved** by the **retailer**; ~~or~~
- (ii) the **complaint** is **resolved** by the **retailer** in favour of the **residential customer**.  
If the **complaint** is not **resolved** in favour of the **residential customer**, any late payment fee shall only be calculated from the date of the **retailer's** decision; or
- (iii) the **complaint** has ~~is~~ not **been** determined or **has been** ~~is~~ upheld by the electricity **ombudsman** (if a **complaint** has been made to the **electricity ombudsman**). If the **complaint** is determined by the **electricity ombudsman** in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or

## 5.2 Clauses 5.8 and 5.9 – Debt collection

Both clauses 5.8 and 5.9 have the same heading, “Debt collection”. As these clauses deal with the same subject matter, the ECCC considers that they should be consolidated into one clause. This could be done by moving the content of clause 5.9 into a new sub-clause 5.8(3).

### Recommendation 5

Consolidate clauses 5.8 and 5.9 as follows:

#### 5.8 Debt collection

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

#### 5.9 Debt collection

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

## 6 Part 6 – Payment Difficulties & Financial Hardship

### 6.1 Clause 6.4(1) – Assistance for residential customers experiencing payment difficulties

Clause 6.4(1)(b) requires a retailer to offer a residential customer, assessed as being in “financial hardship”, additional time to pay a bill and an interest-free and fee-free instalment plan. The customer is also permitted to continue consumption.

However, under clause 6.4(1)(a), a customer assessed as being in “payment difficulties” would only be offered additional time to pay a bill. Unless the customer requests it, the retailer is not required to offer the customer an interest-free and fee-free instalment plan or to permit the customer to continue consumption.

The ECCC considers that the treatment of customers in financial hardship and those experiencing payment difficulties should be aligned, with retailers also required to offer customers experiencing payment difficulties an interest-free and fee-free instalment plan (rather than the customer having to request this assistance, as they have to now). The customer should also be permitted to continue consumption.

The ECCC also notes that under section 50 of the National Energy Retail Law (**NERL**), a retailer is obligated to offer payment plans not only to hardship customers, but also to:

“other residential customers experiencing payment difficulties if the customer informs the retailer [...] or the retailer otherwise believes the customer is experiencing repeated difficulties in paying the customer's bill or requires payment assistance”.

#### Recommendation 6

Amend clause 6.4(1) as follows:

A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –

- (a) additional time to pay a bill; and
- (b) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.

~~(a) if the **residential customer** is experiencing **payment difficulties**:~~

- ~~(i) additional time to pay a bill; and~~
- ~~(ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**;~~

~~(b) if the **residential customer** is experiencing **financial hardship**:~~

- ~~(i) additional time to pay a bill; and~~

~~(ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.~~

## 6.2 Clause 6.10(2) – Financial hardship policy and treatment of customer’s information

The Code does not require a retailer’s financial hardship policy to include information on how the retailer will treat a customer’s personal information.

Under clause 6.10(2)(c), a financial hardship policy must include a statement advising that the retailer will treat all customers sensitively and respectfully, but this does not necessarily require the retailer to explain how it will treat the customer’s personal information.

The ECCC is aware that some retailers have processes in place to inform hardship customers about how they will manage the customer’s privacy.<sup>15</sup> However, the ECCC considers that the Code should explicitly require a financial hardship policy to include information about how retailers will treat a customer’s personal information, even if it is to direct the customer to where they can find the relevant information about the retailer’s processes.

Contacting a retailer about being in financial hardship can be a difficult and sensitive thing for customers to do, and it would be reassuring for the customer to know that any personal information they provide to the retailer will be treated appropriately. When a customer consults a retailer’s financial hardship policy, it is reasonable to expect the policy to identify how the customer’s personal information will be treated.

### Recommendation 7

Amend clause 6.10(2) by adding a new sub-clause (k) as follows:

**6.10(2)** The hardship policy must –

[...]

(k) include a statement specifying how the retailer will treat information disclosed by the customer to the retailer and information held by the retailer in relation to the customer.

<sup>15</sup> For example, Synergy and Horizon Power each have a privacy policy on their website, have provisions in their standard form contracts about privacy, and have information in their financial hardship policies stating that they will treat the customer’s information confidentially.

### 6.3 Clause 6.10(2) and (3) – Consultation with relevant consumer representatives during review or amendment of financial hardship policies

Under clauses 6.10(2), a retailer is required to develop its hardship policy and procedures in consultation with relevant consumer representatives. However, there is no requirement that when a retailer is directed by the ERA to review its policy and procedures under clause 6.10(6), or when it materially amends the policy under clause 6.10(8), that it consult with relevant consumer representatives.

The ECCC considers that this inconsistency should potentially be addressed, and that there are two possible ways to do this. That is, either amend the Code or the ERA's Hardship Guidelines<sup>16</sup> to add in a requirement that retailers must consult with relevant consumer representatives when they are directed by the ERA to review their financial hardship policy or procedures, or when they materially amend the policy on their own initiative.

The ECCC notes that retailers are required to comply with both the Code and the Hardship Guidelines, so an amendment to either the Code or the Hardship Guidelines will have a similar outcome.<sup>17</sup> However, the ECCC also notes that the Code is a statutory instrument and takes precedence over the Hardship Guidelines.

In its current Hardship Guidelines, the ERA recommends that retailers consult with relevant consumer representatives prior to making significant changes to either their hardship policy or hardship procedures. However, it is not an absolute requirement that a retailer must consult with consumer representatives. The ECCC is seeking stakeholder views on where there is a need to amend the Code or Hardship Guidelines to make consultation with consumer representatives a mandatory requirement for retailers.

#### Question 1

The ECCC is interested in stakeholders' views on whether clauses 6.10(6) and 6.10(8) should be amended to require that a retailer consult with relevant consumer representatives when it is directed by the ERA under clause 6.10(6) to review its financial hardship policy and procedures, or when it materially amends the policy on its own initiative under clause 6.10(8).

Alternatively, the ECCC is interested in stakeholders' views on whether it may be more suitable for this requirement to be included in the ERA's Hardship Guidelines instead of the Code.

---

<sup>16</sup> A copy of the Hardship Guidelines, dated March 2015, are available at: <https://www.erawa.com.au/electricity/electricity-licensing/regulatory-guidelines>.

<sup>17</sup> Clause 6.10(7) of the Code requires retailers to comply with the Hardship Guidelines.

## 7 Part 7 – Disconnection

### 7.1 Clause 7.5 – “Disconnection” or “interruption” for emergencies

Clause 7.5 sets out the obligations on a distributor if it disconnects a customer’s supply address for emergency reasons.

The ECCC considers that the term “disconnection” should be broadened to “disconnection or interruption”. This would ensure that clause 7.5 capture situations where electricity supply is interrupted temporarily by the distributor for emergency reasons and then restored after the emergency.

The term “interruption” is defined in clause 1.5 to mean “temporary unavailability of supply from the distribution network to a customer”. The ECCC also notes that the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*, which sets network service standards for the supply of electricity, uses the term “interruptions” to describe instances where the network operator initiates the de-energisation of the customer’s supply address; for example, for planned interruptions.

Consistent with this proposed amendment, the ECCC consider it is also necessary to amend the title of Part 7 and Division 1 of Part 7, and clause 7.6(3).

#### Recommendation 8

1) Amend clause 7.5 as follows:

If a **distributor disconnects or interrupts a customer’s supply address** for **emergency** reasons, the **distributor** must—

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

2) Amend titles of Part 7 and Division 1 of Part 7 as follows:

Part 7 Disconnection & Interruption

Division 1 – Conduct in relation to disconnection or interruption

3) Amend clause 7.6(3) as follows:

A **retailer** or a **distributor** may arrange for **disconnection or interruption** of a **customer’s supply address** if the **disconnection or interruption** –

- (a) was requested by the **customer**, or
- (b) was carried out for **emergency reasons**.<sup>18</sup>

<sup>18</sup> As outlined in section 12.5, the ECCC is proposing to amend “**emergency reasons**” to “**emergency reasons**”.



## 7.2 Clause 7.7(4)(b) – Notifying life support customers of planned interruptions

Clause 7.7(4)(b) currently requires a distributor to provide a written notice or notice by electronic means to the customer's supply address when it notifies a life support equipment customer of a planned interruption.

The ECCC proposes to make two amendments to clause 7.7(4)(b), as discussed below.

### *Written notice of planned interruptions*

The ECCC is aware that Western Power has approximately 440 registered life support equipment customers who have a different postal address to their supply address. To ensure compliance with clause 7.7(4)(b), Western Power has been sending written notices to both the supply address and the postal address. This creates duplication of effort and is expensive.

Currently, clause 4.4 permits a retailer to issue a bill to a customer at the address nominated by the customer. The ECCC considers it would be beneficial to align clause 7.7(4)(b) with clause 4.4 to allow distributors to send written notices of planned interruptions to the address nominated by the life support equipment customer. This would allow life support equipment customers to nominate a postal address different to their supply address for receiving notices of planned interruptions.

### *Notice by electronic means*

Clause 7.7(4)(b) requires notice of a planned interruption sent by electronic means to be provided to the customer's supply address. The ECCC considers that it is not possible to send an electronic notice to the physical address. Therefore, the ECCC proposes that the "electronic notice" and "supply address" are de-coupled to remove this inconsistency.

#### **Recommendation 9**

Amend clause 7.7(4)(b) as follows:

prior to any planned **interruption**, provide at least 3 **business days** written notice ~~or notice by electronic means~~ to the **customer's supply address** or an address nominated by the customer, or notice by electronic means to the customer and, unless expressly requested in writing by the **customer** not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by **electronic means** from the **customer** or someone residing at the **supply address** that the notice has been received.

## 7.3 Clause 7.7(7)(c) – Correction to referenced clauses

The ECCC considers that some of the clauses for distributor obligations referred to in clause 7.7(7)(c) are incorrect, as they in fact relate to retailer obligations.

The ECCC proposes to amend clause 7.7(7)(c) to remove the retailer obligations and ensure the relevant distributor obligations are included.

**Recommendation 10**

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

If a *distributor's* obligations under subclauses ~~(1)~~, (3), (4), (4A) and ~~(5) and (6)~~ terminate as a result of the operation of subclause (7)(a)(iii), a *retailer* must notify the *distributor* ...”

## 8 Part 8 – Reconnection

### 8.1 Clauses 8.1 – Reconnection by a retailer

Clause 8.1(2) specifies the timeframes in which a retailer must forward a customer's reconnection request to a distributor. Clause 8.2 specifies the timeframes in which a distributor must reconnect the customer to its network once it receives the reconnection request from the retailer.

Under clause 8.2(2), the timeframes for the distributor to reconnect customers in metropolitan and regional areas is one and five business days respectively.

The ECCC notes that in situations where it cannot meet the timeframes in clause 8.1(2), Synergy will request that Western Power carry out an urgent reconnection, at Synergy's cost. Urgent reconnection timeframes are three hours in the Perth metropolitan area and one business day for metropolitan general and country areas.

The ECCC considers that if a retailer makes an urgent reconnection request to a distributor, the timeframes in clause 8.1(2) should not apply if the customer is not adversely affected and the retailer has taken steps to ensure the customer is reconnected within the timeframes collectively required under clauses 8.1(2) and 8.2(2). The ECCC therefore proposes that a new subclause be added to clause 8.1 to reflect this position.

The ECCC also proposes a consequential amendment to clause 14.1(1), which requires a retailer to pay a service standard payment to the customer if the retailer has not complied with the timeframes in clause 8.1(2). This amendment will ensure that a service standard payment is not payable to the customer, if the retailer has not complied with clause 8.1(2), but has taken alternative steps to facilitate a reconnection within the periods allowed collectively under clauses 8.1(2) and 8.2(2).

#### Recommendation 11

1) Amend clause 8.1 by adding in the following new subclause:

- (3) If a **retailer** does not forward the request for **reconnection** to the relevant **distributor** within the timeframes in subclause (2), the **retailer** will not be in breach of this clause 8.1:
- (a) if the **retailer** takes alternative steps to ensure the **customer** is not adversely affected by the failure of the **retailer** to forward the request for **reconnection** within the required timeframe in subclause (2); and
- (b) the customer's supply address is reconnected by the distributor within the timeframes in clause 8.2(2) as if the distributor had received the request for reconnection from the retailer in accordance with subclause (2).

2) Amend clause 14.1(1) as follows:

Subject to clause 14.6, if a **retailer** is required to arrange a **reconnection** of a **customer's supply address** under Part 8 –

- (a) but the **retailer**, subject to clause 8.1(3), has not complied with the time frames prescribed in clause 8.1(2); or

(b) the **retailer** has complied with the time frames prescribed in clause 8.1(2) or otherwise taken alternative steps contemplated by clause 8.1(3), but a distributor has not complied with the time frames prescribed in clause 8.2(2), the **retailer** must pay to the **customer** \$60 for each day that it is late, up to a maximum of \$300.

## 9 Part 9 – Pre-payment meters

### 9.1 Clause 9.7 – Allowing flexibility in how recharge facilities are provided

Clause 9.7 sets out the mandatory requirements for the location and accessibility of recharge facilities for pre-payment meter customers.

The ECCC considers that the requirements in clause 9.7 should not be mandated; rather, customers and retailers should be permitted to agree to alternative arrangements to those specified in clause 9.7. This flexibility is appropriate, given a pre-payment meter is a product of choice and not a mandated payment method under the Code. Further, the ECCC is aware that some customers' pre-payment meters may in the future be capable of being recharged remotely without the customers having to visit a physical recharge facility.

The ECCC also notes that in some locations, particularly in remote areas, a facility may not be available to a retailer to become a recharge facility for prepayment meter customers, such as a retail outlet. Therefore, the current requirement under the Code that a retailer must provide a physical recharge facility within 40 kilometres of the prepayment meter customer may be a barrier to a retailer being able to offer prepayment meter services to customers.

The proposed amendment would also make clause 9.7 consistent with clause 5.2, which prescribes the different payment methods that a retailer must offer to the customer. The payment methods under clause 5.2 can be varied by the retailer with the agreement of the customer.

#### Recommendation 12:

Amend clause 9.7 as follows:

Unless otherwise agreed with the customer, a ~~A~~ **retailer** must ensure that—

- (a) at least 1 **recharge facility** is located as close as practicable to a **pre-payment meter**, and in any case no further than 40 kilometres away;
- (b) a **pre-payment meter customer** can access a **recharge facility** at least 3 hours per day, 5 days per week;
- (c) it uses best endeavours to ensure that the pre-payment meter customer can access a recharge facility for periods greater than required under subclause (b); and
- (d) the minimum amount to be credited by a recharge facility does not exceed \$20 per increment.

## 10 Part 10 – Information and communication

### 10.1 Clause 10.1 – Tariff information

Clause 10.1(1) requires a retailer to give notice to each of its customers affected by a variation in tariffs. Clause 10.1(2) requires a retailer to, at the request of the customer, give reasonable information to customer on the retailer's tariffs, including any alternative tariffs that may be available to that customer.

However, neither provision requires a retailer to give information on, or give notice about changes in, the retailer's fees and charges that apply to the customer.<sup>19</sup>

The ECCC proposes to amend clauses 10.1(1) and 10.1(2) to broaden the information provision requirement to include fees and charges.

Clause 10.1(3) requires a retailer to give the customer information referred to in clause 10.1(2).

The ECCC considers that to be consistent with Part 2 of the Code (regarding provision of information), clauses 10.1(2) and 10.1(3) should be amended to allow a retailer to give "or make available" the required information to a customer.

This will ensure that the eight business day deadline applies, whether the retailer gives information in writing, or "makes available" the information to the customer (for example, directing a customer to visit the retailer's website for information on fees, tariffs and charges).

#### Recommendation 13

1) Amend clause 10.1(1) as follows:

A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs, fees and charges, no later than the next bill in a **customer's billing cycle**.

2) Amend clause 10.1(2) as follows:

A **retailer** must give or make available to a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, fees and charges, including any **alternative tariffs** that may be available to that **customer**.

3) Amend clause 10.1(3) as follows:

A **retailer** must give or make available to a **customer** the information referred to under subclause (2) within 8 business days of the date of receipt. If requested by the **customer**, the **retailer** must give the information in writing.

<sup>19</sup> This could include fees and charges for account applications, reminder notices, disconnections and reconnections (as applicable).

## 11 Service Standard Payments

### 11.1 Clause 14.2(1)(a) – Wrongful disconnections

The ECCC has identified minor omissions in clause 14.2(1)(a).

Under clause 14.2(1)(a), a retailer is required to pay a service standard payment to a customer if the retailer fails to follow certain procedures before disconnecting a customer for failure to pay a bill.

Clause 14.2(1) currently reads:

#### 14.2 Wrongful disconnections

(1) Subject to clause 14.6, if a **retailer**—

- (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 and 6.10) and Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), 7.7(2)(a) and 7.7(2)(c)) of the **Code** prior to arranging for **disconnection** or **disconnecting** a **customer** for failure to pay a bill; or
- (b) arranges for **disconnection** or **disconnects** a **customer** in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,

the **retailer** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.

There are procedures under Parts 6 and 7 that do not attract a service standard payment if they are breached by the retailer. These procedures include the following:

- Clause 7.7(1)(a) – Retailer’s failure to register customer’s supply address as a life support equipment address;
- Clause 7.7(1)(b) – Retailer’s failure to register the life support customer’s contact details;
- Clause 7.7(2)(a) – Retailer’s failure to register a change in the life support customer’s details (as discussed below, the correct reference is clause 7.7(2)(e)); and
- Clause 7.7(2)(c) – Retailer’s failure to continue complying with its obligation, under clause 7.7(1)(d), not to arrange for the disconnection of a life support customer’s supply address (as discussed below, the correct reference is clause 7.7(2)(g)).

The ECCC notes that the references to clauses 7.7(2)(a) and 7.7(2)(c) are incorrect and require updating. This is because, as a result of amendments made to the Code in 2016, clause 7.7(2)(a) became clause 7.7(2)(e), and clause 7.7(2)(c) became clause 7.7(2)(g).

The ECCC also propose a further amendment to clause 14.2(1)(a) to delete the reference to clause 7.7(2)(c) (which is now clause 7.7(2)(g)).

Under clause 14.2(1)(b), a retailer must pay a customer a service standard payment if the retailer disconnects the customer for failure to pay a bill (in breach of clause 7.7(1)(d)).

The ECCC notes that clause 7.7(2)(c) (now clause 7.7(2)(g)) requires a retailer to continue to comply with clause 7.7(1)(d) in the event that the life support customer changes supply address. This is to ensure the customer continues to receive protection from being disconnected when they move. It is inconsistent for the initial clause to attract a service standard payment, but not the clause that subsequently requires the retailer to comply with the initial clause when the customer moves supply address.

The ECCC also considers the word “and” in the clause should be replaced with “or”.

#### **Recommendation 14**

Amend clause 14.2(1)(a) as follows:

##### **14.2 Wrongful disconnections**

(1) Subject to clause 14.6, if a **retailer**—

- (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 ~~and~~ ~~or~~ 6.10) ~~and~~ ~~or~~ Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), ~~or~~ 7.7(2)(~~ae~~) ~~and~~ ~~7.7(2)(e)~~) of the **Code** prior to arranging for **disconnection** or **disconnecting** a **customer** for failure to pay a bill; or
- (b) arranges for **disconnection** or **disconnects** a **customer** in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,

the **retailer** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.



## 12 Minor amendments – Typographical changes, formatting and definitions

### 12.1 Clause 1.5 – Definition of “adjustment”

The definition of “adjustment”, in clause 1.5, currently reads:

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

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

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

The ECCC considers that the reference to “clause 4.3(2)(a)-(b)” should be changed to “clauses 4.3(2)(a)-(c)”, as clause 4.3(2)(c) also applies to retailers when calculating an estimated amount to be charged on a bill under a bill smoothing arrangement.

#### Recommendation 15

Amend the definition of “adjustment” in clause 1.5 as follows:

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

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

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

### 12.2 Clause 1.10 – Deleting “annotations”

Clause 1.10 states:

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

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

(g) 8.1.

While the clauses referred to in clause 1.10 are marked with an asterisk in the Code, there is no annotation to those clauses.

#### Recommendation 16

Amend clause 1.10 as follows:

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

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

### 12.3 Clause 4.1(a)(iii) – Inserting the word “their” into the clause

To be consistent with the *Compendium of Gas Customer Licence Obligations*, the ECCC proposes a minor amendment to clause 4.1(a)(iii).

#### Recommendation 17

Amend clause 4.1(a)(iii) as follows:

A **retailer** must issue a bill no more than once a month, unless the **retailer** has received a request from the **customer** to change their **supply address** or issue a final bill.

### 12.4 Clause 6.4(3)(a) – Clarifying the clause

Subclauses 6.4(3)(a)(i) to (iii) set out the information a retailer must provide to a residential customer who is assessed as being in financial hardship and who has accepted an instalment plan offered by the retailer.

To improve the clarity of these sub-clauses, the ECCC proposes to move the words “that specifies” from the beginning of sub-clause (i) to the end of sub-clause (a).

#### Recommendation 18

Amend clause 6.4(3)(a) as follows:

If a **residential customer** accepts an **instalment plan** offered by a **retailer**, the **retailer** must—

- (a) within 5 **business days** of the **residential customer** accepting the **instalment plan** provide the **residential customer** with information in writing or by **electronic means** that specifies—
- (i) ~~that specifies~~ the terms of the instalment plan (including the number and amount of payments, the duration of payments and how the payments are calculated);
  - (ii) the consequences of not adhering to the instalment plan; and
  - (iii) the importance of contacting the retailer for further assistance if the residential customer cannot meet or continue to meet the instalment plan terms...

## 12.5 Clause 6.7 – Deleting “previously elected” from the clause

The ECCC considers the words “previously elected” in clause 6.7 are redundant, as they do not add anything of substance to the clause, and therefore should be deleted.

### Recommendation 19

Amend clause 6.7 as follows:

If a **customer experiencing financial hardship**, or a **relevant consumer representative**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer’s** obligations under a ~~previously elected~~ payment arrangement under clause 6.4(1)~~(b)~~,<sup>20</sup> the **retailer** must give reasonable consideration to —

- (c) offering the customer an instalment plan, if the customer had previously elected a payment extension; or
- (d) offering to revise the instalment plan, if the customer had previously elected an instalment plan.

## 12.6 Clause 7.6(3)(b) – Formatting of “emergency reasons”

The ECCC considers that the word “reasons” in “emergency reasons” in subclause 7.6(3)(b) should not appear bold and italicised. This is because while “emergency” is a defined term in clause 1.5, “reasons” is not.

### Recommendation 20

Amend clause 7.6(3)(b) as follows:

A **retailer** or a **distributor** may arrange for **disconnection** of a **customer’s supply address** if the **disconnection**—

- (a) was requested by the **customer**; or
- (b) was carried out for **emergency** ~~reasons~~reasons.

<sup>20</sup> The deletion of “b” is a consequential amendment consistent with the ECCC’s recommendation No. 6 (discussed in detail on pages 18-19 of this Draft Review Report).

## 12.7 Clause 7.7(7)(b)(ii)(D) – “Facsimile”

Clause 7.7(7)(b)(ii)(D) lists “facsimile” as one of the ways a retailer may contact a customer for the purpose of clause 7.7(6)(a).

The ECCC notes that “facsimile” is already included in the definition of “electronic means”, which is also listed in clause 7.7(7)(b)(ii) as one of the ways a retailer may contact a customer. For this reason, the ECCC proposes to delete clause 7.7(7)(b)(ii)(D), as it is not required.

### Recommendation 21

Amend clause 7.7(7)(b)(ii) as follows:

a minimum of 2 other attempts to **contact** the **customer** by any of the following means—

(A) **electronic means**;

(B) **telephone**;

(C) in person; [or](#)

~~(D) facsimile; or~~ [Not Used](#)

(E) by post sent to the **customer’s supply address** and any other address nominated by the **customer**.

# ATTACHMENTS

## **Attachment 1 – Mark-up of Code showing ECCC’s draft recommendations**

***Code of Conduct for the Supply of Electricity  
to Small Use Customers ~~2016~~2018***

<b>PART 1 PRELIMINARY .....</b>	<b>5</b>
1.1 Title.....	5
1.2 Authority .....	5
1.3 Commencement .....	5
1.4 Interpretation.....	5
1.5 Definitions .....	5
1.6 Application .....	11
1.7 Purpose .....	11
1.8 Objectives.....	12
1.9 Amendment & Review .....	12
1.10 Variation from the Code .....	12
<b>PART 2 MARKETING .....</b>	<b>13</b>
<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>	<b>13</b>
2.1 Retailers to ensure electricity marketing agents comply with this Part.....	13
<b>DIVISION 2 – CONTRACTS AND INFORMATION TO BE PROVIDED TO CUSTOMERS .....</b>	<b>13</b>
2.2 Entering into a standard form contract .....	13
2.3 Entering into a non-standard contract .....	14
<b>DIVISION 3 – MARKETING CONDUCT .....</b>	<b>15</b>
2.4 Standards of Conduct .....	15
2.5 Contact for the purposes of marketing .....	15
2.6 No canvassing or advertising signs .....	16
<b>DIVISION 4 – MISCELLANEOUS .....</b>	<b>16</b>
2.7 Compliance.....	16
2.8 Presumption of authority .....	17
2.9 Electricity marketing agent complaints .....	17
2.10 Records to be kept.....	17
<b>PART 3 CONNECTION.....</b>	<b>18</b>
3.1 Obligation to forward connection application .....	18
<b>PART 4 BILLING .....</b>	<b>19</b>
<b>DIVISION 1 – BILLING CYCLES .....</b>	<b>19</b>
4.1 Billing cycle*.....	19
4.2 Shortened billing cycle* .....	19
4.3 Bill smoothing .....	20
4.4 How bills are issued .....	21
<b>DIVISION 2 - CONTENTS OF A BILL.....</b>	<b>21</b>
4.5 Particulars on each bill .....	21
<b>DIVISION 3 - BASIS OF BILL.....</b>	<b>23</b>
4.6 Basis of bill.....	23
4.7 Frequency of meter readings .....	23
4.8 Estimations .....	23
4.9 Adjustments to subsequent bills.....	24
4.10 Customer may request meter reading .....	24
<b>DIVISION 4 – METER TESTING.....</b>	<b>24</b>
4.11 Customer requests testing of meters or metering data.....	24
<b>DIVISION 5 – ALTERNATIVE TARIFFS.....</b>	<b>24</b>
4.12 Customer applications .....	24
4.13 Written notification of a change to an alternative tariff .....	25
<b>DIVISION 6 – FINAL BILL.....</b>	<b>25</b>
4.14 Request for final bill .....	25



<b>DIVISION 7 – REVIEW OF BILL</b> .....	<b>25</b>
4.15 Review of bill.....	25
4.16 Procedures following a review of a bill .....	26
<b>DIVISION 8 – UNDERCHARGING, OVERCHARGING AND ADJUSTMENT</b> .....	<b>26</b>
4.17 Undercharging .....	26
4.18 Overcharging .....	27
4.19 Adjustments .....	27
<b>PART 5 PAYMENT</b> .....	<b>29</b>
5.1 Due dates for payment* .....	29
5.2 Minimum payment methods* .....	29
5.3 Direct debit.....	29
5.4 Payment in advance* .....	29
5.5 Absence or illness.....	29
5.6 Late payments .....	29
5.7 Vacating a supply address* .....	30
5.8 Debt collection .....	31
5.9 Debt collection .....	31
<b>PART 6 PAYMENT DIFFICULTIES &amp; FINANCIAL HARDSHIP</b> .....	<b>32</b>
<b>DIVISION 1 – ASSESSMENT OF FINANCIAL SITUATION</b> .....	<b>32</b>
6.1 Assessment .....	32
6.2 Temporary suspension of actions .....	32
6.3 Assistance to be offered.....	33
<b>DIVISION 2 – RESIDENTIAL CUSTOMERS EXPERIENCING PAYMENT DIFFICULTIES OR FINANCIAL HARDSHIP</b> .....	<b>33</b>
6.4 Alternative payment arrangements .....	33
<b>DIVISION 3 – ASSISTANCE AVAILABLE TO RESIDENTIAL CUSTOMERS EXPERIENCING FINANCIAL HARDSHIP</b> .....	<b>34</b>
6.5 Definitions .....	34
<i>Subdivision 1 - Specific assistance available</i> .....	34
6.6 Reduction of fees, charges and debt.....	34
6.7 Revision of alternative payment arrangements .....	35
6.8 Provision of information.....	35
6.9 Payment in advance .....	35
<i>Subdivision 2 – Hardship policy and hardship procedures</i> .....	35
6.10 Obligation to develop hardship policy and hardship procedures.....	35
<b>DIVISION 4 – BUSINESS CUSTOMERS EXPERIENCING PAYMENT DIFFICULTIES</b> .....	<b>37</b>
6.11 Alternative payment arrangements .....	37
<b>PART 7 DISCONNECTION &amp; INTERRUPTION</b> .....	<b>38</b>
<b>DIVISION 1 – CONDUCT IN RELATION TO DISCONNECTION OR INTERRUPTION</b> .....	<b>38</b>
<i>Subdivision 1 – Disconnection for failure to pay bill</i> .....	38
7.1 General requirements .....	38
7.2 Limitations on disconnection for failure to pay bill.....	38
7.3 Dual fuel contracts .....	39
<i>Subdivision 2 – Disconnection for denying access to meter</i> .....	39
7.4 General requirements .....	39
<i>Subdivision 3 – Disconnection or interruption for emergencies</i> .....	40
7.5 General requirements .....	40
<b>DIVISION 2 – LIMITATIONS ON DISCONNECTION</b> .....	<b>40</b>
7.6 General limitations on disconnection.....	40
7.7 Life Support .....	41

<b>PART 8 RECONNECTION.....</b>	<b>45</b>
8.1 Reconnection by retailer* .....	45
8.2 Reconnection by distributor.....	45
<b>PART 9 PRE-PAYMENT METERS.....</b>	<b>47</b>
9.1 Application .....	47
9.2 Operation of pre-payment meter .....	47
9.3 Provision of mandatory information .....	47
9.4 Reversion .....	49
9.5 Life support equipment .....	49
9.6 Requirements for pre-payment meters.....	50
9.7 Recharge Facilities .....	50
9.8 Concessions .....	51
9.9 Meter check or test .....	51
9.10 Credit retrieval, overcharging and undercharging.....	51
9.11 Payment difficulties or financial hardship .....	52
9.12 Existing pre-payment meters .....	53
<b>PART 10 INFORMATION &amp; COMMUNICATION.....</b>	<b>54</b>
<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>	<b>54</b>
10.1 Tariff information .....	54
10.2 Historical billing data .....	54
10.3 Concessions .....	54
10.3A Service Standard Payments.....	54
10.4 Energy Efficiency Advice.....	55
10.5 Distribution matters .....	55
<b>DIVISION 2 – OBLIGATIONS PARTICULAR TO DISTRIBUTORS .....</b>	<b>55</b>
10.6 General information .....	55
10.7 Historical consumption data .....	55
10.8 Distribution standards .....	56
<b>DIVISION 3 – OBLIGATIONS PARTICULAR TO RETAILERS AND DISTRIBUTORS.....</b>	<b>56</b>
10.9 Written information must be easy to understand .....	56
10.10 Code of Conduct.....	56
10.11 Special Information Needs .....	56
10.12 Metering.....	57
<b>PART 11 NOT USED .....</b>	<b>58</b>
<b>PART 12 COMPLAINTS &amp; DISPUTE RESOLUTION.....</b>	<b>59</b>
12.1 Obligation to establish complaints handling process .....	59
12.2 Obligation to comply with a guideline that distinguishes customer queries from complaints.....	60
12.3 Information provision.....	60
12.4 Obligation to refer complaint .....	60
<b>PART 13 REPORTING .....</b>	<b>61</b>
13.1 Preparation of an annual report.....	61
13.2 Provision of annual report to the Authority .....	61
13.3 Publication of reports .....	61

<b>PART 14 SERVICE STANDARD PAYMENTS .....</b>	<b>62</b>
<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>	<b>62</b>
14.1 Facilitating customer reconnections .....	62
14.2 Wrongful disconnections .....	62
14.3 Customer service .....	62
<b>DIVISION 2 – OBLIGATIONS PARTICULAR TO DISTRIBUTORS .....</b>	<b>63</b>
14.4 Customer service .....	63
14.5 Wrongful disconnections .....	63
<b>DIVISION 3 – PAYMENT .....</b>	<b>63</b>
14.6 Exceptions .....	63
14.7 Method of payment .....	63
14.8 Recovery of payment .....	64

## Part 1 Preliminary

### 1.1 Title

The **Code** may be cited as the *Code of Conduct for the Supply of Electricity to Small Use Customers* ~~2016~~2018.

### 1.2 Authority

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

### 1.3 Commencement

The **Code** comes into operation upon the day prescribed by the **Authority**.

### 1.4 Interpretation

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

### 1.5 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**basic living needs**” includes –

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

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

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

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

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

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

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

“**Code**” means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2018* as amended by the **Authority** under section 79 of the **Act**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“electricity marketing agent”** means –

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

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

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

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

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

but does not include a person who is a **customer** representative or the **Housing Authority**.

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

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

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

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

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

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

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

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

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

**“Housing Authority”** means the body corporate in existence pursuant to section 6 of the *Housing Act 1980*.

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

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

**“interval meter”** has the same meaning as in the **Metering Code**.

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

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

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

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

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

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

“**Metering Code**” means the *Electricity Industry (Metering) Code 2012*.

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

“**metropolitan area**” means –

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

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

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

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

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

“**overcharging**” means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**TTY**” means a teletypewriter.

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

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

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

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

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

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

## 1.6 Application

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

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

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

## 1.7 Purpose

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

## 1.8 Objectives

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

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

## 1.9 Amendment & Review

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

## 1.10 Variation from the Code

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

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

## Part 2 Marketing

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

### Division 1 – Obligations particular to retailers

#### 2.1 Retailers to ensure electricity marketing agents comply with this Part

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

### Division 2 – Contracts and information to be provided to customers

#### 2.2 Entering into a standard form contract

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

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

### 2.3 Entering into a non-standard contract

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

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

## Division 3 – Marketing Conduct

### 2.4 Standards of Conduct

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

### 2.5 Contact for the purposes of marketing

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

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

## 2.6 No canvassing or advertising signs

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

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

## Division 4 – Miscellaneous

### 2.7 Compliance

- (1) An **electricity marketing agent** who contravenes a provision of this Part commits an offence.
- Penalty –
- (a) for an individual, \$5 000;
  - (b) for a body corporate, \$20 000.
- (2) If an **electricity marketing agent** of a **retailer** contravenes a provision of this Part, the **retailer** commits an offence.

Penalty –

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

## 2.8 Presumption of authority

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

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

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

## 2.9 Electricity marketing agent complaints

An **electricity marketing agent** must –

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

## 2.10 Records to be kept

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

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



## Part 3 Connection

### 3.1 Obligation to forward connection application

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

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

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

## Part 4 Billing

### Division 1 – Billing cycles

#### 4.1 Billing cycle\*

A **retailer** must issue a bill –

- (a) no more than once ~~a month~~ every 26 days, unless the **retailer** has –
  - (i) obtained a **customer's verifiable consent** to issue bills more frequently;
  - (ii) given the **customer** –
    - (A) a **reminder notice** in respect of 3 consecutive bills; and
    - (B) notice as contemplated under clause 4.2; or
  - (iii) received a request from the **customer** to change their supply address or issue a final bill, in which case the **retailer** may issue a bill more than once ~~a month~~ every 26 days for the purposes of facilitating the request; and
- (b) no less than once every 3 months, unless the **retailer** –
  - (i) has obtained the **customer's verifiable consent** to issue bills less frequently;
  - (ii) has not received the required metering data from the **distributor** for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the **distributor**, or
  - (iii) is unable to comply with this timeframe due to the actions of the **customer** where the **customer** is supplied under a deemed **contract** pursuant to regulation 37 of the *Electricity Industry (Customer Contracts) Regulations 2005* and the bill is the first bill issued to that **customer** at that **supply address**.

#### 4.2 Shortened billing cycle\*

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

- (b) the assessment carried out under clause 6.1 indicates to the **retailer** that the **customer** is experiencing **payment difficulties** or **financial hardship**.
- (3) If, after giving notice as required under clause 4.1(a)(ii), a **retailer** decides to shorten the **billing cycle** in respect of a **customer**, the **retailer** must give the **customer** written notice of that decision within 10 **business days** of making that decision.
- (4) A shortened **billing cycle** must be at least 10 **business days**.
- (5) A **retailer** must return a **customer**, who is subject to a shortened **billing cycle** and has paid 3 consecutive bills by the due date, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.
- (6) A **retailer** must inform a **customer**, who is subject to a shortened **billing cycle**, at least once every 3 months that, if the **customer** pays 3 consecutive bills by the due date of each bill, the **customer** will be returned, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.

### 4.3 Bill smoothing

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

- (f) if the bill smoothing arrangement between the **retailer** and the **customer** is for a defined period or has a specified end date, the **retailer** must no less than one month before the end date of the bill smoothing arrangement notify the **customer** in writing:
- (i) that the bill smoothing arrangement is due to end; and
  - (ii) the options available to the **customer** after the bill smoothing arrangement has ended.

#### 4.4 How bills are issued

A **retailer** must issue a bill to a **customer** at the address nominated by the **customer**, which may be an email address.

### Division 2 - Contents of a Bill

#### 4.5 Particulars on each bill

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

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

- (a) the amount of the **historical debt**; and
  - (b) the basis of the **historical debt**,
- before, with, or on the **customer's** next bill.

### Division 3 - Basis of Bill

#### 4.6 Basis of bill

- (+) Subject to clauses [4.3 and 4.8](#), a **retailer** must base a **customer's** bill on –
- (a) the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address**;
  - (b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the **distributor** has expressly or impliedly consented to the **customer** reading the **meter** for the purpose of determining the amount due; or
  - (c) if the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code**, or otherwise as set out in any applicable law.

#### 4.7 Frequency of meter readings

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

#### 4.8 Estimations

- (1) If a **retailer** is unable to reasonably base a bill on a reading of the **meter** at a **customer's supply address**, the **retailer** must give the **customer** an estimated bill.
- (2) If a **retailer** bases a bill upon an estimation, the **retailer** must clearly specify on the **customer's** bill that –
  - (a) the **retailer** has based the bill upon an estimation;
  - (b) the **retailer** will tell the **customer** on request –
    - (i) the basis of the estimation; and
    - (ii) the reason for the estimation; and
  - (c) the **customer** may request –
    - (i) a verification of **energy data**; and
    - (ii) a **meter** reading.
- (3) A **retailer** must tell a **customer** on request the –
  - (a) basis for the estimation; and
  - (b) reason for the estimation.
- (4) For the purpose of this clause, where the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address** is partly based on estimated data, then subject to any applicable law –
  - (a) where more than ten per cent of the **interval meter** readings are estimated **interval meter** readings; and

(b) the actual **energy data** cannot otherwise be derived,  
for that billing period, the bill is deemed to be an estimated bill.

#### 4.9 Adjustments to subsequent bills

If a **retailer** gives a **customer** an estimated bill and the **meter** is subsequently read, the **retailer** must include an **adjustment** on the next bill to take account of the actual **meter** reading in accordance with clause 4.19.

#### 4.10 Customer may request meter reading

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

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

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

### Division 4 – Meter testing

#### 4.11 Customer requests testing of meters or metering data

(1) If a **customer** –

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

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

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

### Division 5 – Alternative Tariffs

#### 4.12 Customer applications

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

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

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

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

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

#### 4.13 Written notification of a change to an alternative tariff

If –

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

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

### Division 6 – Final bill

#### 4.14 Request for final bill

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

### Division 7 – Review of bill

#### 4.15 Review of bill

Subject to a **customer** –

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

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



#### 4.16 Procedures following a review of a bill

- (1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –
  - (a) correct, the **retailer** –
    - (i) may require a **customer** to pay the unpaid amount;
    - (ii) must advise the **customer** that the **customer** may request the **retailer** to arrange a **meter** test in accordance with applicable law; and
    - (iii) must advise the **customer** of the existence and operation of the **retailer's** internal **complaints** handling processes and details of any applicable external **complaints** handling processes,
  - or
  - (b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.
- (2) A **retailer** must inform a **customer** of the outcome of the review as soon as practicable.
- (3) If a **retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the date of receipt of the request for review under clause 4.15, the **retailer** must provide the **customer** with notification of the status of the review as soon as practicable.

### Division 8 – Undercharging, overcharging and adjustment

#### 4.17 Undercharging

- (1) This clause 4.17 applies whether the **undercharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **retailer** proposes to recover an amount **undercharged** as a result of an error, defect or default for which the **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must –
  - (a) subject to subclause (b), limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** that **undercharging** had occurred;
  - (b) other than in the event that the information provided by a **customer** is incorrect, if a **retailer** has changed the **customer** to an **alternative tariff** in the circumstances set out in clause 4.13 and, as a result of the **customer** being ineligible to receive the tariff charged prior to the change, the **retailer** has **undercharged** the **customer**, limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** under clause 4.13.
  - (c) notify the **customer** of the amount to be recovered no later than the next bill, together with an explanation of that amount;
  - (d) subject to subclause (3), not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
  - (e) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (3) If, after notifying a **customer** of the amount to be recovered in accordance with subclause (2)(c), the **customer** has failed to pay the amount to be recovered by the due date and has not entered into an **instalment plan** under subclause (2)(e), a **retailer** may charge the

**customer** interest on that amount from the due date or require the **customer** to pay a late payment fee.

- (4) For the purpose of subclause (2), an **undercharge** that has occurred as a result of a **customer** denying access to the **meter** is not an **undercharge** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible.

#### 4.18 Overcharging

- (1) This clause 4.18 applies whether the **overcharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been **overcharged** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, defect or default and, subject to subclauses (6) and (7), ask the **customer** for instructions as to whether the amount should be –
  - (a) credited to the **customer's** account; or
  - (b) repaid to the **customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If the amount referred to in subclause (2) is less than \$100, a **retailer** may notify a **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –
  - (a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
  - (b) credit the amount to the **customer's** next bill.
- (7) If a **customer** has been **overcharged** by a **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** experiencing **payment difficulties** or **financial hardship**, the **retailer** may, with written notice to the **customer**, use the amount of the **overcharge** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (6).
  - (a) Not Used
  - (b) Not Used

#### 4.19 Adjustments

- (1) If a **retailer** proposes to recover an amount of an **adjustment** which does not arise due to any act or omission of a **customer**, the **retailer** must –
  - (a) limit the amount to be recovered to no more than the amount of the **adjustment** for the 12 months prior to the date on which the **meter** was read on the basis of the

**retailer's** estimate of the amount of the **adjustment** for the 12 month period taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**;

- (b) notify the **customer** of the amount of the **adjustment** no later than the next bill, together with an explanation of that amount;
  - (c) not require the **customer** to pay a late payment fee; and
  - (d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.
- (2) If the **meter** is read under either clause 4.6 or clause 4.3(2)(d) and the amount of the **adjustment** is an amount owing to the **customer**, the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject to subclauses (5) and (7), ask the **customer** for instructions as to whether the amount should be –
- (a) credited to the **customer's** account;
  - (b) repaid to the **customer**; or
  - (c) included as a part of the new bill smoothing arrangement if the **adjustment** arises under clause 4.3(2)(a)-(b),
- (3) If a **retailer** received instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount of the **adjustment** to the **customer's** account.
- (5) If the amount referred to in subclause (2) is less than \$100, the **retailer** may notify the **customer** of the **adjustment** by no later than the next bill after the **meter** is read; and
- (a) ask the **customer** for instructions under subclause (2), (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
  - (b) credit the amount to the **customer's** next bill.
- (6) No interest shall accrue to an **adjustment** amount under subclause (1) or (2).
- (7) If the amount of the **adjustment** is an amount owing to the **customer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** experiencing **payment difficulties** or **financial hardship**, the **retailer** may, with written notice to the **customer**, use the amount of the **adjustment** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (5).
- (a) Not Used
  - (b) Not Used

## Part 5 Payment

### 5.1 Due dates for payment\*

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

### 5.2 Minimum payment methods\*

Unless otherwise agreed with a **customer**, a **retailer** must offer the **customer** at least the following payment methods –

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

### 5.3 Direct debit

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

### 5.4 Payment in advance\*

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

### 5.5 Absence or illness

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

### 5.6 Late payments

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

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

## 5.7 Vacating a supply address\*

- (1) Subject to –
  - (a) subclauses (2) and (4);
  - (b) a **customer** giving a **retailer** notice; and
  - (c) the **customer** vacating the **supply address** at the time specified in the notice,
 the **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from –
  - (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least 5 days' notice; or
  - (e) 5 days after the **customer** gave notice, in any other case,

unless the **retailer** and the **customer** have agreed to an alternative date.

- (2) If a **customer** reasonably demonstrates to a **retailer** that the **customer** was evicted or otherwise required to vacate the **supply address**, the **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date the **customer** gave the **retailer** notice.
- (3) For the purposes of subclauses (1) and (2), notice is given if a **customer** –
  - (a) informs a **retailer** of the date on which the **customer** intends to vacate, or has vacated the **supply address**; and
  - (b) gives the **retailer** a forwarding address to which a final bill may be sent.
- (4) Notwithstanding subclauses (1) and (2), if –
  - (a) a **retailer** and a **customer** enter into a new **contract** for the **supply address**, the **retailer** must not require the previous **customer** to pay for electricity consumed at the **customer's supply address** from the date that the new **contract** becomes effective;
  - (b) another **retailer** becomes responsible for the supply of electricity to the **supply address**, the previous **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date that the other **retailer** becomes responsible; and
  - (c) the **supply address** is **disconnected**, the **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date that **disconnection** occurred.
- (5) Notwithstanding subclauses (1), (2) and (4), a **retailer's** right to payment does not terminate with regard to any amount that was due up until the termination of the **contract**.

## 5.8 Debt collection

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

## 5.9—Debt collection

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

<b>Part 6</b> <b>Payment Difficulties &amp; Financial Hardship</b>
---

## **Division 1 – Assessment of financial situation**

### **6.1 Assessment**

- (1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) –
  - (a) within 5 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
  - (b) if the **retailer** cannot make the assessment within 5 **business days**, refer the **residential customer** to a **relevant consumer representative** to make the assessment.
- (2) If a **residential customer** provides a **retailer** with an assessment from a **relevant consumer representative** the **retailer** may adopt that assessment as its own assessment for the purposes of subclause (1)(a).
- (3) When undertaking the assessment required by subclause (1)(a), unless a **retailer** adopts an assessment from a **relevant consumer representative**, the **retailer** must give reasonable consideration to –
  - (a) information –
    - (i) given by the **residential customer**, and
    - (ii) requested or held by the **retailer**, or
  - (b) advice given by a **relevant consumer representative** (if any).
- (4) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

### **6.2 Temporary suspension of actions**

- (1) If a **retailer** refers a **residential customer** to a **relevant consumer representative** under clause 6.1(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- (2) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and the **residential customer** –
  - (a) requests a **temporary suspension of actions**; and
  - (b) demonstrates to the **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative** to assess the **residential customer's** capacity to pay,the **retailer** must not unreasonably deny the **residential customer's** request.
- (3) A **temporary suspension of actions** must be for at least 15 **business days**.
- (4) If a **relevant consumer representative** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (3) and the **residential customer** or **relevant consumer representative** requests additional time, a **retailer** must give

reasonable consideration to the **residential customer's** or **relevant consumer representative's** request.

### 6.3 Assistance to be offered

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

## Division 2 – Residential customers experiencing payment difficulties or financial hardship

### 6.4 Alternative payment arrangements

- (1) A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –
  - (a) additional time to pay a bill; and
  - (b) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.

~~(a) if the **residential customer** is experiencing **payment difficulties**:~~

  - ~~(i) additional time to pay a bill; and~~
  - ~~(ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**;~~

~~(b) if the **residential customer** is experiencing **financial hardship**:~~

  - ~~(i) additional time to pay a bill; and~~
  - ~~(ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.~~
- (2) When offering or amending an **instalment plan**, a **retailer** must –



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

## Division 3 – Assistance available to residential customers experiencing financial hardship

### 6.5 Definitions

In this division –

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

### Subdivision 1 - Specific assistance available

#### 6.6 Reduction of fees, charges and debt

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

## 6.7 Revision of alternative payment arrangements

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

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

## 6.8 Provision of information

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

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

## 6.9 Payment in advance

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

## Subdivision 2 – Hardship policy and hardship procedures

### 6.10 Obligation to develop hardship policy and hardship procedures

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

- (e) include an objective set of hardship indicators;
  - (f) include:
    - (i) an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** (other than the **retailer's** requirement to advise the **customer** of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));
    - (ii) that the **retailer** offers **residential customers** the right to pay their bill by Centrepay; and
    - (iii) a statement that the **retailer** is able to provide further detail on request.
  - (g) include an overview of any **concessions** that may be available to the **retailer's customers**;
  - (h) include -
    - (i) the **National Interpreter Symbol** with the words "Interpreter Services";
    - (ii) information on the availability of independent multi-lingual services; and
    - (iii) information on the availability of **TTY** services;
  - (i) be available on the **retailer's** website; **and**
  - (j) be available in large print copies: and
  - (k) include a statement specifying how the **retailer** will treat information disclosed by the **customer** to the **retailer** and information held by the **retailer** in relation to the **customer**.
- (3) The hardship procedures must –
- (a) be developed in consultation with **relevant consumer representatives**;
  - (b) provide for the training of staff –
    - (i) including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship** and field officers;
    - (ii) on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers experiencing financial hardship**;
  - (c) Not Used
  - (d) include guidance –
    - (i) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;
    - (ii) that assist the **retailer** in determining a **residential customer's** usage needs and capacity to pay when determining the conditions of an **instalment plan**;
    - (iii) for suspension of **disconnection** and debt recovery procedures;
    - (iv) on the reduction and/or waiver of fees, charges and debt; and
    - (v) on the recovery of debt.
  - (e) require that the **retailer's** credit management staff have a direct **telephone** number and that number be provided to **relevant consumer representatives**;
- (4) If requested, a **retailer** must give **residential customers** and **relevant consumer representatives** a copy of the hardship policy, including by post at no charge.
- (5) Not Used

- (6) If directed by the **Authority**, a **retailer** must review its hardship policy and hardship procedures and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (7) A **retailer** must comply with the **Authority's** Financial Hardship Policy Guidelines.
- (8) If a **retailer** makes a material amendment to the **retailer's** hardship policy, the **retailer** must submit to the **Authority** a copy of the **retailer's** amended hardship policy within 5 **business days** of the amendment.

## **Division 4 – Business customers experiencing payment difficulties**

### **6.11 Alternative payment arrangements**

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

**Part 7**  
**Disconnection & Interruption**

**Division 1 – Conduct in relation to disconnection or interruption**

**Subdivision 1 – Disconnection for failure to pay bill**

**7.1 General requirements**

- (1) Prior to arranging for **disconnection** of a **customer's supply address** for failure to pay a bill, a **retailer** must –
- (a) give the **customer** a **reminder notice**, not less than 15 **business days** from the date of dispatch of the bill, including –
    - (i) the **retailer's telephone** number for billing and payment enquiries; and
    - (ii) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
  - (b) use its best endeavours to **contact** the **customer** to advise of the proposed **disconnection**; and
  - (c) give the **customer** a **disconnection warning**, not less than 20 **business days** from the date of dispatch of the bill, advising the **customer** –
    - (i) that the **retailer** may **disconnect** the **customer** with at least 5 **business days** notice to the **customer**; and
    - (ii) of the existence and operation of **complaint** handling processes including the existence and operation of the **electricity ombudsman** and the Freecall **telephone** number of the **electricity ombudsman**.
- (2) For the purposes of subclause (1), a **customer** has failed to pay a **retailer's** bill if the **customer** has not –
- (a) paid the **retailer's** bill by the due date;
  - (b) agreed with the **retailer** to an offer of an **instalment plan** or other payment arrangement to pay the **retailer's** bill; or
  - (c) adhered to the **customer's** obligations to make payments in accordance with an agreed **instalment plan** or other payment arrangement relating to the payment of the **retailer's** bill.

**7.2 Limitations on disconnection for failure to pay bill**

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

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

### 7.3 Dual fuel contracts

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

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

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

## Subdivision 2 – Disconnection for denying access to meter

### 7.4 General requirements

- (1) A **retailer** must not arrange for the **disconnection** of a **customer's supply address** for denying access to the **meter**, unless –
- (a) the **customer** has denied access for at least 9 consecutive months;
  - (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (f), at least once given the **customer** in writing 5 **business days** notice –
    - (i) advising the **customer** of the next date or timeframe of a scheduled **meter** reading at the **supply address**;
    - (ii) requesting access to the **meter** at the **supply address** for the purpose of the scheduled **meter** reading; and
    - (iii) advising the **customer** of the **retailer's** ability to arrange for **disconnection** if the **customer** fails to provide access to the **meter**;
  - (c) the **retailer** has given the **customer** an opportunity to provide reasonable alternative access arrangements;

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

## Subdivision 3 – Disconnection or interruption for emergencies

### 7.5 General requirements

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

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

## Division 2 – Limitations on disconnection

### 7.6 General limitations on disconnection

- (1) Subject to subclause (3), a **retailer** must not arrange for **disconnection** of a **customer's supply address** if:
- (a) a **complaint** has been made to the **retailer** directly related to the reason for the proposed **disconnection**; or
  - (b) the **retailer** is notified by the **distributor, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **distributor, electricity ombudsman** or external dispute resolution body,
- and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body.
- (2) Subject to subclause (3), a **distributor** must not **disconnect** a **customer's supply address** –
- (a) if:
    - (i) a **complaint** has been made to the **distributor** directly related to the reason for the proposed **disconnection**; or
    - (ii) the **distributor** is notified by a **retailer, the electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **retailer, electricity ombudsman** or external dispute resolution body,

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

(b) during any time:

- (i) after 3.00 pm Monday to Thursday;
- (ii) after 12.00 noon on a Friday; or
- (iii) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**,

unless –

- (iv) the **customer** is a **business customer**, and
- (v) the **business customer's** normal trading hours –
  - (A) fall within the time frames set out in subclause (b)(i) (ii) or (iii); and
  - (B) do not fall within any other time period; and
- (vi) it is not practicable for the **distributor** to **disconnect** at any other time.

(3) A **retailer** or a **distributor** may arrange for **disconnection** or interruption of a **customer's supply address** if the **disconnection** or interruption —

- (a) was requested by the **customer**; or
- (b) was carried out for **emergency** ~~reasons~~ reasons.

## 7.7 Life Support

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

- (a) register the **customer's supply address** as a **life support equipment** address;
- (b) register the **customer's** contact details;
- (c) notify the **customer's distributor** that the **customer's supply address** is a **life support equipment** address, and of the contact details of the **customer** –
  - (i) that same day, if the confirmation is received before 3pm on a **business day**; or
  - (ii) no later than the next **business day**, if the confirmation is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (d) not arrange for **disconnection** of that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**.

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

- (a) that the person residing at the **customer's supply address** who requires **life support equipment** is changing **supply address**;
- (b) that the **customer** is changing **supply address** but the person who requires **life support equipment** is not changing **supply address**;
- (c) of a change in contact details; or
- (d) that the **customer's supply address** no longer requires registration as a **life support equipment** address,



the **retailer** must –

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

(3) If a **distributor** has been informed by a **retailer** under subclause (1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, or of a change of details notified to the **retailer** under subclause (2), the **distributor** must –

- (a) register the **customer's supply address** as a **life support equipment** address or update the details notified by the **retailer** under subclause (2) –
  - (i) the next **business day**, if the notification is received before 3pm on a **business day**; or
  - (ii) within 2 **business days**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (b) if informed by a relevant government agency, notify the **retailer** in accordance with the timeframes specified in subclause (3)(a).

(4) If **life support equipment** is registered at a **customer's supply address** under subclause (3)(a), a **distributor** must -

- (a) not **disconnect** that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**, and
- (b) prior to any planned **interruption**, provide at least 3 **business days** written notice ~~of notice by electronic means~~ to the **customer's supply address** or an address nominated by the customer, or notice by electronic means to the customer and, unless expressly requested in writing by the **customer** not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by **electronic means** from the **customer** or someone residing at the **supply address** that the notice has been received.

(4A) Notwithstanding clause 7.7(4)(b):

- (a) an **interruption**, planned or otherwise, to restore supply to a **supply address** that is registered as a **life support equipment** address is not subject to the notice requirements in clause 7.7(4)(b); however
- (b) a **distributor** must use best endeavours to **contact** the **customer**, or someone residing at the **supply address**, prior to an **interruption** to restore supply to a **supply address** that is registered as a **life support equipment** address.

(5) If a **distributor** has already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address**, prior to the **distributor** registering a **customer's supply address** as a **life support equipment** address under clause 7.7(3)(a), the **distributor** must use best endeavours to **contact** that **customer** or someone residing at the **supply address** prior to the planned **interruption**.

(6)

- (a) No earlier than 3 months prior to the 12 month anniversary of the confirmation from the **appropriately qualified medical practitioner** referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, a **retailer** must **contact** a **customer** to:
- (i) ascertain whether a person residing at the **customer's supply address** continues to require **life support equipment**; and
  - (ii) if the **customer** has not provided the initial certification or **re-certification** from an **appropriately qualified medical practitioner** within the last 3 years, request that the **customer** provide that **re-certification**.
- (b) A **retailer** must provide a minimum period of 3 months for a **customer** to provide the information requested by the **retailer** in subclause (6)(a).

(7)

(a) When –

- (i) a person who requires **life support equipment**, vacates the **supply address**; or
- (ii) a person who required **life support equipment**, no longer requires the **life support equipment**; or
- (iii) subject to subclause (7)(b), a **customer** fails to provide the information requested by a **retailer** for the purposes of subclause (6)(a)(i) or the **re-certification** referred to in subclause (6)(a)(ii), within the time period referred to in subclause (6)(b), or greater period if allowed by the **retailer**,

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

- (iv) the next **business day**, if the **retailer** or **distributor** (as applicable) becomes aware of the relevant matter in subclause (7)(a)(i), (ii) or (iii) before 3pm on a **business day**; or
  - (v) within 2 **business days**, if the **retailer** or **distributor** (as applicable) becomes aware of the relevant matter in subclause (7)(a)(i), (ii) or (iii) after 3pm or on a Saturday, Sunday or **public holiday**.
- (b) A **customer** will have failed to provide the information requested by a **retailer** for the purposes of subclause (6)(a)(i) or the **re-certification** referred to in subclause (6)(a)(ii) if the **contact** by the **retailer** consisted of at least the following, each a minimum of 10 **business days** from the date of the last **contact**:
- (i) written correspondence sent by registered post to the **customer's supply address** and any other address nominated by the **customer**; and
  - (ii) a minimum of 2 other attempts to **contact** the **customer** by any of the following means:
    - (A) **electronic means**;
    - (B) **telephone**;
    - (C) in person; or
    - ~~(D) **facsimile**; or~~ Not Used
    - (E) by post sent to the **customer's supply address** and any other address nominated by the **customer**.

- (c) If a **distributor's** obligations under subclauses ~~(1)~~, (3), (4), (4A) and (5) ~~and (6)~~ terminate as a result of the operation of subclause (7)(a)(iii), a **retailer** must notify the **distributor** of this fact as soon as reasonably practicable, but in any event, within 3 **business days**.
- (d) For the avoidance of doubt, the **retailer's** and **distributor's** obligations under subclauses (1) to (6) do not terminate by operation of this subclause ~~7.7~~(7) if the **retailer** or **distributor** has been informed in accordance with subclause ~~clause 7.7~~(1) that another person who resides at the **supply address** continues to require **life support equipment**.

## Part 8 Reconnection

### 8.1 Reconnection by retailer\*

- (1) If a **retailer** has arranged for **disconnection** of a **customer's supply address** due to –
- (a) failure to pay a bill, and the **customer** has paid or agreed to accept an offer of an **instalment plan**, or other payment arrangement;
  - (b) the **customer** denying access to the **meter**, and the **customer** has subsequently provided access to the **meter**, or
  - (c) illegal use of electricity, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,
- the **retailer** must arrange for **reconnection** of the **customer's supply address**, subject to –
- (d) the **customer** making a request for **reconnection**; and
  - (e) the **customer** –
    - (i) paying the **retailer's** reasonable charge for **reconnection**, if any; or
    - (ii) accepting an offer of an **instalment plan** for the **retailer's** reasonable charges for **reconnection**, if any.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for **reconnection** to the relevant **distributor** –
- (a) that same **business day**, if the request is received before 3pm on a **business day**; or
  - (b) no later than 3pm on the next **business day**, if the request is received –
    - (i) after 3pm on a **business day**, or
    - (ii) on a Saturday, Sunday or **public holiday**.
- (3) If a **retailer** does not forward the request for **reconnection** to the relevant **distributor** within the timeframes in subclause (2), the **retailer** will not be in breach of this clause 8.1:
- (a) if the **retailer** takes alternative steps to ensure the **customer** is not adversely affected by the failure of the **retailer** to forward the request for **reconnection** within the required timeframe in subclause (2); and
  - (b) the **customer's supply address** is **reconnected** by the **distributor** within the timeframes in clause 8.2(2) as if the **distributor** had received the request for **reconnection** from the **retailer** in accordance with subclause (2).

### 8.2 Reconnection by distributor

- (1) If a **distributor** has **disconnected** a **customer's supply address** on request by the **customer's retailer**, and a **retailer** has subsequently requested the **distributor** to **reconnect** the **customer's supply address**, the **distributor** must **reconnect** the **customer's supply address**.
- (2) For the purposes of subclause (1), a **distributor** must **reconnect** a **customer's supply address** –
- (a) for **supply addresses** located within the **metropolitan area** –

- (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
    - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
  - (b) for **supply addresses** located within the **regional area** –
    - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
    - (ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.
- (3) Subclause (2) does not apply in the event of an **emergency**.

## Part 9 Pre-payment Meters

### 9.1 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.
- (2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.

### 9.2 Operation of pre-payment meter

- (1) A **retailer** must not provide a **pre-payment meter service** at a **residential customer's supply address** without the **verifiable consent** of the **residential customer** or the **residential customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.
- (3) Not Used
- (4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

### 9.3 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –
  - (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
  - (b) of the tariffs, fees and charges applicable to a **pre-payment meter service** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;
  - (c) of the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard **meter**;
  - (d) how a **pre-payment meter** is operated;
  - (e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);
  - (f) of the emergency credit facilities applicable to a **pre-payment meter**; and
  - (g) of **credit retrieval**.
- (2) No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at the **residential customer's supply address**, a **retailer** must give, or make available to the **residential customer** at no charge –
  - (a) the information specified within subclause (1);

- (b) a copy of the **contract**;
  - (c) information on the availability and scope of the **Code** and the requirement that **distributors, retailers** and **electricity marketing agents** comply with the **Code**;
  - (d) Not Used
  - (e) a **meter** identification number;
  - (f) a **telephone** number for enquiries;
  - (g) a **telephone** number for **complaints**;
  - (h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
  - (i) confirmation of the **supply address** and any relevant mailing address;
  - (j) details of any **concessions** the **residential customer** may be eligible to receive;
  - (k) the amount of any **concessions** to be given to the **residential customer**;
  - (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
  - (m) information on the availability of **TTY** services;
  - (n) advice on how the **retailer** may assist in the event the **residential customer** is experiencing **payment difficulties** or **financial hardship**;
  - (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
  - (p) details on external **complaints** handling processes including the contact details for the **electricity ombudsman**;
  - (q) general information on the safe use of electricity;
  - (r) details of the initial **recharge facilities** available to the **residential customer**; and
  - (s) the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** if the **residential pre-payment meter customer** replaces or switches the **pre-payment meter** to a standard **meter**.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
  - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
  - (c) a **telephone** number for enquiries; and
  - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information –
- (a) total energy **consumption**;
  - (b) average daily **consumption**; and
  - (c) average daily cost of **consumption**,
- for the previous 2 years or since the commencement of the **pre-payment meter contract** (whichever is the shorter), divided in quarterly segments.
- (5) A **retailer** must, within 10 **business days** of the change, use reasonable endeavours to notify a **pre-payment meter customer** in writing or by **electronic means** if the **recharge**

**facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).

- (6) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to a **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an email address nominated by the **pre-payment meter customer**.

#### 9.4 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard **meter**, the **retailer** must within 1 **business day** of the request –
- (a) send the information referred to in clauses 2.3 and 2.4 to the **pre-payment meter customer** in writing or by **electronic means**; and
  - (b) arrange with the relevant **distributor** to –
    - (i) remove or render non-operational the **pre-payment meter**, and
    - (ii) replace or switch the **pre-payment meter** to a standard **meter**.
- (2) A **retailer** must not require payment of a charge for reversion to a standard **meter** if a **pre-payment meter customer** is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause (1) within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.
- (3) If a **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), a **retailer** may charge the **pre-payment meter customer** a reasonable charge for reversion to a standard **meter**. However, the **retailer's** obligations under subclause (1) –
- (a) if the **pre-payment meter customer** is a **residential pre-payment meter customer**, are not conditional on the **pre-payment meter customer** paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any); and
  - (b) if the **pre-payment meter customer** is not a **residential pre-payment meter customer**, may be made conditional on the **pre-payment meter customer** paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any).
- (4) If a **retailer** requests a **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at that **supply address** –
- (a) for **supply addresses** located within the **metropolitan area**, within 5 **business days** of receipt of the request; or
  - (b) for **supply addresses** located within the **regional area**, within 10 **business days** of receipt of the request.

#### 9.5 Life support equipment

- (1) If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **pre-payment meter customer's supply address** requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at that **supply address** and the **retailer** must, or must immediately arrange to –
- (a) remove or render non-operational the **pre-payment meter** at no charge;



- (b) replace or switch the **pre-payment meter** to a standard **meter** at no charge; and
  - (c) provide information to the **pre-payment meter customer** about the **contract** options available to the **pre-payment meter customer**.
- (2) If a **retailer** requests a **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at that **supply address** as soon as possible and in any event no later than –
- (a) for **supply addresses** located within the **metropolitan area** –
    - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
    - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
  - (b) for **supply addresses** located within the **regional area** –
    - (i) within 9 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
    - (ii) within 10 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.

## 9.6 Requirements for pre-payment meters

- (a) A **retailer** must ensure that a **pre-payment meter customer** has access to emergency credit of \$20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the **pre-payment meter service** will be **de-energised**.
- (b) A **retailer** must ensure that a **pre-payment meter service** –
  - (i) is capable of informing the **retailer** of –
    - (A) the number of instances where a **pre-payment meter customer** has been **disconnected**; and
    - (B) the duration of each of those **disconnections** referred to in subclause (b)(i)(A),
 at least every month, and
  - (ii) is capable of recommencing supply and supply is recommenced as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made.

## 9.7 Recharge Facilities

Unless otherwise agreed with the customer, a~~A~~**retailer** must ensure that –

- (a) at least 1 **recharge facility** is located as close as practicable to a **pre-payment meter**, and in any case no further than 40 kilometres away;
- (b) a **pre-payment meter customer** can access a **recharge facility** at least 3 hours per day, 5 days per week;
- (c) it uses best endeavours to ensure that the **pre-payment meter customer** can access a **recharge facility** for periods greater than required under subclause (b); and
- (d) the minimum amount to be credited by a **recharge facility** does not exceed \$20 per increment.

## 9.8 Concessions

If a **pre-payment meter customer** demonstrates to a **retailer** that the **pre-payment meter customer** is entitled to receive a **concession**, the **retailer** must ensure that the **pre-payment meter customer** receives the benefit of the **concession**.

## 9.9 Meter check or test

- (1) If a **pre-payment meter customer** requests that the whole or part of a **pre-payment meter** be checked or tested, a **retailer** must, at the request of the **pre-payment meter customer**, make immediate arrangements to –
  - (a) check the **pre-payment meter customer's** metering data;
  - (b) check or conduct a test of the **pre-payment meter**, and/or
  - (c) arrange for a check or test by the responsible person for the **meter** installation at the **pre-payment meter customer's connection** point.
- (2) If a **retailer** requests a **distributor** to check or test a **pre-payment meter** under subclause (1), the **distributor** must check or test the **pre-payment meter**.
- (3) A **pre-payment meter customer** who requests a check or test of a **pre-payment meter** under subclause (1) must pay a **retailer's** reasonable charge for checking or testing the **pre-payment meter** (if any).
- (4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), a **retailer** must –
  - (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
  - (b) correct any **overcharging** or **undercharging** in accordance with clause 9.11; and
  - (c) refund any charges paid by the **pre-payment meter customer** under this clause for the testing of the **pre-payment meter**.

## 9.10 Credit retrieval, overcharging and undercharging

- (1) Subject to a **pre-payment meter customer** notifying a **retailer** of the proposed vacation date, the **retailer** must ensure that the **pre-payment meter customer** can retrieve all remaining credit at the time the **pre-payment meter customer** vacates the **supply address**.
- (2) If a **pre-payment meter customer** (including a **pre-payment meter customer** who has vacated the **supply address**) has been **overcharged** as a result of an act or omission of a **retailer** or **distributor** (including if a **pre-payment meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **pre-payment meter customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **pre-payment meter customer** for instructions as to whether the amount should be –
  - (a) credited to the **pre-payment meter customer's** account; or
  - (b) repaid to the **pre-payment meter customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **pre-payment meter customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **pre-payment meter customer's** account.

- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount **undercharged** as a result of an act or omission by the **retailer** or **distributor** (including if a **pre-payment meter** has been found to be defective), the **retailer** must –
  - (a) limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that **undercharging** had occurred;
  - (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
  - (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
  - (d) offer the **pre-payment meter customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (7) If the amount referred to in subclause (2) is less than \$100, the **retailer** may –
  - (a) ask the **pre-payment meter customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
  - (b) credit the amount to the **pre-payment meter customer's** account (in which case subclause (3) applies as if the **pre-payment meter customer** instructed the **retailer** to credit the **pre-payment meter customer's** account).

### 9.11 Payment difficulties or financial hardship

- (1) A **retailer** must give reasonable consideration to a request by –
  - (a) a **residential pre-payment meter customer** who informs the **retailer** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
  - (b) a **relevant consumer representative**,
 for a waiver of any fee payable by the **pre-payment meter customer** to replace or switch a **pre-payment meter** to a standard **meter**.
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
  - (a) if a **residential pre-payment meter customer** informs the **retailer** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
  - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,
 subject to subclause (3), the **retailer** must use best endeavours to **contact** the **pre-payment meter customer** as soon as is reasonably practicable to provide –
  - (c) Not Used
  - (d) information about the different types of **meters** available to the **pre-payment meter customer**;
  - (e) information about and referral to relevant financial assistance programmes, and/or

- (f) referral to **relevant consumer representatives**; and/or
  - (g) information on independent financial and other relevant counselling services.
- (3) Where the **retailer** has identified the **residential pre-payment meter customer** pursuant to subclause (2)(b), the **retailer** is not required to **contact** the **residential customer** and provide the information set out in subclauses (2)(c)-(g) if the **retailer** has provided the **residential pre-payment meter customer** with that information in the preceding 12 months.
- (4) The information to be provided in subclause (2) may be provided in writing to a **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an email address nominated by the **pre-payment meter customer**.

#### 9.12 Existing pre-payment meters

A **pre-payment meter** installed prior to the **amendment date** will be deemed to comply with the requirements of this Part 9.

<b>Part 10</b> <b>Information &amp; Communication</b>
--

## Division 1 – Obligations particular to retailers

### 10.1 Tariff information

- (1) A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs, [fees and charges](#), no later than the next bill in a **customer's billing cycle**.
- (2) A **retailer** must give [or make available to](#) a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, [fees and charges](#), including any **alternative tariffs** that may be available to that **customer**.
- (3) A **retailer** must give [or make available to](#) a **customer** the information referred to under subclause (2) within 8 **business days** of the date of receipt. If requested by the **customer**, the **retailer** must give the information in writing.

### 10.2 Historical billing data

- (1) A **retailer** must give a **non-contestable customer** on request the **non-contestable customer's** billing data.
- (2) If a **non-contestable customer** requests billing data under subclause (1) –
  - (a) for a period less than the previous 2 years and no more than once a year; or
  - (b) in relation to a dispute with a **retailer**,the **retailer** must give the billing data at no charge.
- (3) A **retailer** must give a **non-contestable customer** the billing data requested under subclause (1) within 10 **business days** of the date of receipt of –
  - (a) the request; or
  - (b) payment for the **retailer's** reasonable charge for providing the billing data (if requested by the **retailer**).
- (4) A **retailer** must keep a **non-contestable customer's** billing data for 7 years.

### 10.3 Concessions

A **retailer** must give a **residential customer** on request at no charge –

- (a) information on the types of **concessions** available to the **residential customer**; and
- (b) the name and contact details of the organisation responsible for administering those **concessions** (if the **retailer** is not responsible).

### 10.3A Service Standard Payments

A **retailer** must give a **customer** at least once a year written details of the **retailer's** and **distributor's** obligations to make payments to the **customer** under Part 14 of this **Code** and under any other legislation (including subsidiary legislation) in Western Australia including the amount of the payment and the eligibility criteria for the payment.

#### 10.4 Energy Efficiency Advice

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

- (a) cost effective and efficient ways to utilise electricity (including referring the **customer** to a relevant information source); and
- (b) the typical running costs of major domestic appliances.

#### 10.5 Distribution matters

If a **customer** asks a **retailer** for information relating to the distribution of electricity, the **retailer** must –

- (a) give the information to the **customer**; or
- (b) refer the **customer** to the relevant **distributor** for a response.

### Division 2 – Obligations particular to distributors

#### 10.6 General information

A **distributor** must give a **customer** on request, at no charge, the following information –

- (a) information on the **distributor's** requirements in relation to the **customer's** proposed new electrical installation, or changes to the **customer's** existing electrical installation, including advice about supply extensions;
- (b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
- (c) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (d) advice on facilities required to protect the **distributor's** equipment;
- (e) advice on how to obtain information on protecting the **customer's** equipment;
- (f) advice on the **customer's** electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;
- (g) general information on safe use of electricity;
- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

#### 10.7 Historical consumption data

(1) A **distributor** must give a **customer** on request the **customer's consumption** data.

(2) If a **customer** requests **consumption** data under subclause (1) –

- (a) for a period less than the previous 2 years, provided the **customer** has not been given **consumption** data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request; or
- (b) in relation to a dispute with a **distributor**,

the **distributor** must give the **consumption** data at no charge.

- (3) A **distributor** must give a **customer** the **consumption** data requested under subclause (1) within 10 **business days** of the date of receipt of –
  - (a) the request; or
  - (b) if payment is required (and is requested by the **distributor** within 2 **business days** of the request) payment for the **distributor's** reasonable charge for providing the data.
- (4) A **distributor** must keep a **customer's consumption** data for 7 years.

#### 10.8 Distribution standards

- (1) A **distributor** must tell a **customer** on request how the **customer** can obtain information on distribution standards and metering arrangements –
  - (a) prescribed under the **Act** or the *Electricity Act 1945*; or
  - (b) adopted by the **distributor**,that are relevant to the **customer**.
- (2) A **distributor** must publish on its website the information specified in subclause (1).

### Division 3 – Obligations particular to retailers and distributors

#### 10.9 Written information must be easy to understand

To the extent practicable, a **retailer** and **distributor** must ensure that any written information that must be given to a **customer** by the **retailer** or **distributor** or its **electricity marketing agent** under the **Code** is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

#### 10.10 Code of Conduct

- (1) A **retailer** and a **distributor** must tell a **customer** on request how the **customer** can obtain a copy of the **Code**.
- (2) A **retailer** and a **distributor** must make electronic copies of the **Code** available, at no charge, on the **retailer's** or **distributor's** website.
- (3) Not Used

#### 10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **residential customer** on request, at no charge, services that assist the **residential customer** in interpreting information provided by the **retailer** or **distributor** to the **residential customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, if appropriate, a **distributor** must include in relation to **residential customers** –
  - (a) the **telephone** number for its **TTY** services;
  - (b) the **telephone** number for independent multi-lingual services; and

- (c) the **telephone** number for interpreter services together with the **National Interpreter Symbol** and the words “Interpreter Services”,

on the –

- (d) bill and bill related information (including, for example, the notice referred to in clause 4.2(3) and statements relating to an **instalment plan**);
- (e) **reminder notice**; and
- (f) **disconnection warning**.

## 10.12 Metering

- (1) A **distributor** must advise a **customer** on request, at no charge, of the availability of different types of **meters** and their –
  - (a) suitability to the **customer’s supply address**;
  - (b) purpose;
  - (c) costs; and
  - (d) installation, operation and maintenance procedures.
- (2) If a **customer** asks a **retailer** for information relating to the availability of different types of **meters**, the **retailer** must –
  - (a) give the information to the **customer**; or
  - (b) refer the **customer** to the relevant **distributor** for a response.



**Part 11  
NOT USED**

<b>Part 12</b> <b>Complaints &amp; Dispute Resolution</b>
--

**12.1 Obligation to establish complaints handling process**

- (1) A **retailer** and **distributor** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The **complaints** handling process under subclause (1) must –
  - (a) comply with **Australian Standard** AS/NZS 10002:2014;
  - (b) address at least –
    - (i) how **complaints** must be lodged by **customers**;
    - (ii) how **complaints** will be handled by a **retailer** or **distributor**, including –
      - (A) a right of a **customer** to have its **complaint** considered by a senior employee within each organisation of the **retailer** or **distributor** if the **customer** is not satisfied with the manner in which the **complaint** is being handled;
      - (B) the information that will be provided to a **customer**;
    - (iii) response times for **complaints**; and
    - (iv) method of response;
  - (c) detail how a **retailer** will handle **complaints** about the **retailer**, **electricity marketing agents** or **marketing**; and
  - (d) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(ii)(B), a **retailer** or **distributor** must at least –
  - (a) when responding to a **complaint**, advise the **customer** that the **customer** has the right to have the **complaint** considered by a senior employee within the **retailer** or **distributor** (in accordance with its **complaints** handling process); and
  - (b) when a **complaint** has not been **resolved** internally in a manner acceptable to a **customer**, advise the **customer** –
    - (i) of the reasons for the outcome (on request, the **retailer** or **distributor** must supply such reasons in writing); and
    - (ii) that the **customer** has the right to raise the **complaint** with the **electricity ombudsman** or another relevant external dispute resolution body and provide the Freecall **telephone** number of the **electricity ombudsman**.
- (4) For the purpose of subclause (2)(b)(iii), a **retailer** or **distributor** must, on receipt of a written **complaint** by a **customer** –
  - (a) acknowledge the **complaint** within 10 **business days**; and
  - (b) respond to the **complaint** by addressing the matters in the **complaint** within 20 **business days**.

## 12.2 **Obligation to comply with a guideline that distinguishes customer queries from complaints**

A **retailer** must comply with any guideline developed by the **Authority** relating to distinguishing **customer** queries from **complaints**.

## 12.3 **Information provision**

A **retailer, distributor** and **electricity marketing agent** must give a **customer** on request, at no charge, information that will assist the **customer** in utilising the respective **complaints** handling processes.

## 12.4 **Obligation to refer complaint**

When a **retailer, distributor** or **electricity marketing agent** receives a **complaint** that does not relate to its functions, it must advise the **customer** of the entity that the **retailer, distributor** or **electricity marketing agent** reasonably considers to be the appropriate entity to deal with the **complaint** (if known).

<p style="text-align: center;"><b>Part 13</b> <b>Reporting</b></p>
--

**13.1 Preparation of an annual report**

A *retailer* and a *distributor* must prepare a report in respect of each *reporting year* setting out the information specified by the *Authority*.

**13.2 Provision of annual report to the Authority**

A report referred to in clause 13.1 must be provided to the *Authority* by the date, and in the matter and form, specified by the *Authority*.

**13.3 Publication of reports**

- (1) A report referred to in clause 13.1 must be published by the date specified by the *Authority*.
- (2) A report is published for the purposes of subclause (1) if –
  - (a) copies of it are available to the public, without cost, at places where the *retailer* or *distributor* transacts business with the public; and
  - (b) a copy of it is posted on an internet website maintained by the *retailer* or *distributor*.

<b>Part 14</b> <b>Service Standard Payments</b>
--

## Division 1 – Obligations particular to retailers

### 14.1 Facilitating customer reconnections

- (1) Subject to clause 14.6, if a **retailer** is required to arrange a **reconnection** of a **customer's supply address** under Part 8 –
- (a) but the **retailer**, subject to clause 8.1(3), has not complied with the time frames prescribed in clause 8.1(2); or
  - (b) the **retailer** has complied with the time frames prescribed in clause 8.1(2) or otherwise taken alternative steps contemplated by clause 8.1(3), but a **distributor** has not complied with the time frames prescribed in clause 8.2(2),

the **retailer** must pay to the **customer** \$60 for each day that it is late, up to a maximum of \$300.

- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of a **distributor**, the **distributor** must compensate the **retailer** for the payment.

### 14.2 Wrongful disconnections

- (1) Subject to clause 14.6, if a **retailer** –
- (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 ~~and or~~ 6.10) ~~and or~~ Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), or 7.7(2)(a)(e) and 7.7(2)(c)) of the **Code** prior to arranging for **disconnection** or **disconnecting a customer** for failure to pay a bill; or
  - (b) arranges for **disconnection** or **disconnects a customer** in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,

the **retailer** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.

- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of a **distributor**, the **distributor** must compensate the **retailer** for the payment.

### 14.3 Customer service

- (1) Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **retailer** must pay to the **customer** \$20.
- (2) A **retailer** will only be liable to make 1 payment of \$20, under subclause (1), for each written **complaint**.

## Division 2 – Obligations particular to distributors

### 14.4 Customer service

- (1) Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **distributor** must pay to the **customer** \$20.
- (2) A **distributor** will only be liable to make 1 payment of \$20, under subclause (1), for each written **complaint**.

### 14.5 Wrongful disconnections

Subject to clause 14.6, if a **distributor disconnects** a **customer's supply address** other than as authorised by –

- (a) this **Code** or otherwise by law; or
- (b) a **retailer**,

then the **distributor** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.

## Division 3 – Payment

### 14.6 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if events or conditions outside the control of the **retailer** or **distributor** caused the **retailer** or **distributor** to be liable to make the payment.
- (2) Except in the case of a payment under clauses 14.2 and 14.5, which are required to be made without application by a **customer** as soon as reasonably practical, a **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if the **customer** fails to apply to the **retailer** or **distributor** for the payment within 3 months of the non-compliance by the **retailer** or **distributor**.
- (3) Under clauses 14.3 and 14.4, a **retailer** or **distributor** is not required to make more than 1 payment to each affected **supply address** per event of non-compliance with the performance standards.
- (4) For the purposes of subclause (3), each **supply address** where a **customer** receives a bill from a **retailer** is a separate **supply address**.

### 14.7 Method of payment

- (1) A **retailer** who is required to make a payment under clauses 14.1, 14.2 or 14.3 must do so –
  - (a) by deducting the amount of the payment from the amount due under the **customer's** next bill;
  - (b) by paying the amount directly to the **customer**; or
  - (c) as otherwise agreed between the **retailer** and the **customer**.
- (2) A **distributor** who is required to make a payment under clauses 14.4 or 14.5 must do so –
  - (a) by paying the amount to the **customer's retailer** who will pass the amount on to the **customer** in accordance with subclause (1);

- (b) by paying the amount directly to the **customer**, or
  - (c) as otherwise agreed between the **distributor** and the **customer**.
- (3) For the avoidance of doubt, a payment made under this part does not affect any rights of a **customer** to claim damages or any other remedy.

#### **14.8 Recovery of payment**

- (1) If a **retailer** or **distributor** who is required to make a payment to a **customer** under this Part fails to comply with clause 14.7 within 30 days of the date of demand for payment by the **customer**, or in the case of a payment required to be made under clause 14.2(1) or 14.5, within 30 days of the date of the wrongful **disconnection**, then the **customer** may recover the payment in a court of competent jurisdiction as a debt due from the **retailer** or **distributor** (as the case may be) to the **customer**.
- (2) If a **retailer** is entitled under clause 14.1(2) or 14.2(2) to compensation from a **distributor**, and the **distributor** fails to pay the compensation to the **retailer** within 30 days of the date of demand for compensation payment by the **retailer**, then the **retailer** may recover the compensation payment in a court of competent jurisdiction as a debt due from the **distributor** to the **retailer**.

## **Attachment 2 – ECCC Terms of Reference**





## Electricity Code Consultative Committee and Gas Marketing Code Consultative Committee Terms of Reference

### 1. Preamble

The Electricity Code Consultative Committee (**ECCC**) is established by the Economic Regulation Authority (**Authority**) under section 81 of the *Electricity Industry Act 2004* (**EI Act**).

The Gas Marketing Code Consultative Committee (**GMCCC**) is established by the Authority under section 11ZPO of the *Energy Coordination Act 1994* (**EC Act**).

### 2. Purpose of the Committees

The ECCC and GMCCC are established for the purpose of:

- a. advising the Authority on matters relating to the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Electricity Code**) and *Gas Marketing Code of Conduct* (**Gas Marketing Code**) respectively;
- b. undertaking reviews of the Electricity Code and Gas Marketing Code at least once every two years; and
- c. advising the Authority on any proposed amendment to, or replacement of, the Electricity Code or Gas Marketing Code.

### 3. Appointment of Members

Membership of the ECCC shall comprise:

- a. a Chairperson from the Authority with no voting right;
- b. four members\* from consumer representative organisations (with one of these from a regional, rural or remote area if possible);
- c. four members\* from industry or industry representative organisations;
- d. two members from government agencies; and
- e. an executive officer from the Authority with no voting right.

The Authority may discharge, alter or reconstitute the ECCC at its discretion as provided for under section 81(2)(b) of the EC Act.

Membership of the GMCCC shall comprise:

- a. a Chairperson from the Authority with no voting right;
- b. three members\* from consumer representative organisations;
- c. three members\* from industry or industry representative organisations;
- d. two members from government agencies; and
- e. an Executive Officer from the Authority with no voting right.

The Authority may discharge, alter or reconstitute the GMCCC at its discretion as provided for under section 11ZPO(2)(b) of the EC Act.

\* The Authority shall appoint these members following a public call for expressions of interest.

All voting rights shall be equal.

Membership terms are two years or, in the case of an appointment to fill a casual vacancy, until the expiry of the retiring member's term.

#### **4. Payments to Members**

The Authority may pay a non-government consumer organisation representative a remuneration, allowance or reimbursement, the rate of which will be determined by the Minister for Public Sector Management.

#### **5. Support from the Authority**

The Authority shall provide reasonable support services necessary for the ECCC and GMCCC to carry out their functions.

#### **6. Committee Governance**

The ECCC and GMCCC may adopt procedures, consistent with the requirements of the EI Act and the EC Act respectively, for carrying out reviews of the Electricity Code and Gas Marketing Code respectively, and for the provision of advice to the Authority.

The Authority may impose conditions regarding members' use of information it releases to members.

Members shall take all reasonable measures to protect from unauthorised use or disclosure information provided to them by the Authority and indicated by the Authority to be "confidential". This confidentiality clause shall survive the expiration or termination of members' appointments.

Members who believe that any of their external activities would conflict with their position on the ECCC or GMCCC must declare their interest to the Chairperson as soon as practicable after becoming aware of the potential conflict, and in any event within 14 days of becoming aware.

Members shall notify the Chairperson of any change in their circumstances that limits their ability to satisfy these duties.

## 7. Meeting Procedures

The Chairperson shall endeavour to achieve consensus of the members present at a meeting.

If consensus is not possible, decisions shall be by a majority vote of 50% of members plus one.

Members not present may vote out of session subject to the discretion of the Chairperson.

Members unable to attend may send a proxy subject to the discretion and prior approval of the Chairperson.

Decisions may be made by email communication at the discretion of the Chairperson.

## 8. Consultation

The ECCC and GMCCC shall give any interested person an opportunity to offer comment relevant to a review of the Electricity Code or Gas Marketing Code respectively, or to any proposed amendment or replacement of the Electricity Code or Gas Marketing Code respectively.

The ECCC and GMCCC shall take into account any comments they receive.

## 9. Code Consistency

The ECCC and GMCCC shall:

- a. endeavour to promote consistency across the Electricity Code and Gas Marketing Code in Western Australia;
- b. keep informed of the trends in code development in the energy sector in other States and promote code consistency at a national level where appropriate;
- c. promote code consistency according to principles of best practice in consumer protection.