



Alinta Sales Pty Ltd
Electricity Retail Licence ERL6
Performance Audit

Report
August 2021



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Limitations of this Report

This report was prepared for distribution to the Economic Regulation Authority and Alinta Sales Pty Ltd for the purpose of fulfilling Alinta Energy's performance audit of their Electricity Retail Licence. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than the Economic Regulation Authority and Alinta Energy or for any purpose other than that for which it was prepared.

Because of the inherent limitations of any internal control environment, it is possible that fraud, error or non-compliance may occur and not be detected. An audit is not designed to detect all instances of non-compliance with the procedures and controls over the licence obligations of the Electrical Retail Licence, since we do not examine all evidence and every transaction. The audit conclusions expressed in this report have been formed on this basis.



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1. Independent Auditor’s Report

Scope

Alinta Sales Pty Ltd (trading as ‘Alinta Energy’) has an Electricity Retail Licence (ERL6) (‘the Licence’) issued by the Economic Regulation Authority (‘ERA’) under the *Energy Coordination Act 1994* (‘the Act’) for the provision of electricity to customers in the South West Interconnect Systems (‘SWIS’).

Our evaluation was made against the licence obligations listed in the Electricity Compliance Reporting Manual (8 June 2020 and previous version 3 July 2018) and in accordance with the ERA’s 2019 Audit and Review Guidelines – Electricity and Gas Licences.

We have performed a reasonable assurance engagement on Alinta Energy’s compliance, in all material respects, with the conditions of ERL6 and the *Energy Coordination Act 1994* for the period 1 June 2018 to 31 May 2021.

The scope of this assurance work relates to assessing Alinta Energy’s systems and effectiveness of processes and regulatory controls to ensure compliance with the obligations, standards, outputs and outcomes required by the Licence issued under the Act.

Modified Opinion

In our opinion, based on the procedures performed as outlined in the Audit Plan approved by the Economic Regulation Authority and the evidence we have obtained, except for the effects of the matters described in the Basis for Modified Opinion paragraph below, Alinta Energy has complied, in all material respects, with its licence conditions and relevant legislative obligations for the period 1 June 2018 to 31 May 2021 with the exception of 1 non-compliance with moderate impact on customers and 7 minor non-compliances (5 of which were due to recommendations for exceptions identified in the previous audit being resolved in this audit period).

Basis for Modified Opinion

During the period 1 June 2018 to 31 May 2021, Alinta Energy did not comply with applicable licence obligations as outlined below:

Reporting Manual number and Licence condition		Issue
<i>The following obligation was assessed as “Non-Compliant – Moderate Impact”.</i>		
292	<p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 10.10 (2)</i></p> <p>A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.</p>	The Electricity Customer Service Charter given to the customer and sighted in the audit advises how customers can obtain a copy of the Code of Conduct. However, there is no electronic copy of the Electricity Customer Service Charter or the Code of Conduct available on the Alinta website. Alinta advised this was due to an upgrade of the website.
<i>The following obligations were assessed as “Non-Compliant – Minor Impact”.</i>		
96	<p><i>Electricity Industry (Customer Contracts) Regulations 2005 - Regulation 32</i></p> <p>A non-standard contract must include details about the cooling off period specified in the regulation.</p>	The previous audit recommended that the Legal team update the non-standard contract to include within the contract the cooling off period for non-standard contracts. The audit confirmed the Non-Standard Contract has been amended from February 2019, so that a customer may terminate the contract within the cooling-off period of 10 business days, regardless of whether or not the contract was unsolicited.



Reporting Manual number and Licence condition		Issue
105	<p><i>ERA (Licensing Funding) Regulations 2014</i></p> <p>A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014.</p>	<p>The audit reviewed payments to the ERA for the audit period and confirmed that invoices for the annual licence fees, standing charges and other invoices were paid by the due dates of 30 days from invoice date with the exception of the payment for 2018/19 due on 18 June 2018 was paid 2 days late on 20 June 2018.</p>
133	<p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 2.3(2)</i></p> <p>A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract.</p>	<p>From review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract. A system generated email attaches the appropriate documentation in accordance with Clause 2.3(2) of the Code, including the non-standard contract.</p> <p>As recommended in the previous audit, the non-standard contract was updated to include within the contract, the cooling off period of 10 business days. As this was completed in February 2019, this is a minor non-compliance for part of the audit period.</p>
155	<p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 4.5 (1)</i></p> <p>A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill unless the customer agrees otherwise.</p>	<p>Review of a sample of bills confirmed the minimum information has been provided.</p> <p>As there are no residential customers, Alinta does not offer any concessions and there is no statement regarding concessions available on the customer's bill.</p> <p>The previous audit recommended that Alinta update the non-standard contract terms and conditions to reflect the correct Code of Conduct clause references it wishes to obtain consent from customers to not include information on its bills.</p> <p>The audit confirmed the Non-Standard Contract has been amended to refer to the correct Code of Conduct clauses.</p>
160	<p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 4.8(2)</i></p> <p>In circumstances where a customer's bill is estimated, a retailer must clearly specify on the customer's bill the information required under subclause 4.8(2).</p>	<p>The audit confirmed by review of the electricity billing template and a sample of bills, that they include reference to any estimated billings based on estimated meter readings provided by Western Power.</p> <p>The previous audit recommended that Alinta liaises with Gentrack to ensure the estimated bill flag is correctly populating on the Fuji Xerox field. The audit confirmed that Alinta has updated the billing template, as when invoices are based on estimated metering data, customers are advised to contact Alinta for reason of the estimation or to request a verification or meter reading. This was completed in November 2019. As this has been resolved in the audit period and affected only a small number of customers, it is noted as a minor non-compliance in this audit period.</p>
187	<p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 5.1</i></p> <p>The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.</p>	<p>The audit confirmed by review of a sample of bills that the due date on the bill is at least 12 days from the date issued (all bills have a due date of 14 days). The audit noted an exception in November 2019 when 20 bills were issued late, with the due date on the bill only 9 business days from the dispatch date instead of the minimum required 12 business days due to a system outage.</p> <p>As the bills were adjusted and there is a buffer in place on follow-up, this was a minor non-compliance.</p>



Reporting Manual number and Licence condition		Issue
229	<p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 7.1(1)</i></p> <p>Prior to arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c).</p>	<p>The audit confirmed that notice is given via email communication, with the Credits and Payments Manager and the Account Manager notified.</p> <p>The previous audit noted that Alinta does not always send reminder notices and disconnections notices within the correct timeframe. The audit confirmed that Alinta Energy has addressed the previous audit recommendation and the PROMAPP now includes work instructions to ensure issue of notices within the required timeframe. As this recommendation has been implemented, no further recommendation is made.</p>

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

In accordance with ASAE 3100 we have:

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

Summary of Procedures

Our procedures consisted primarily of:

- Utilising ERA's 2019 Audit and Review Guidelines – Electricity and Gas Licences ('the Guidelines') to develop a risk assessment;
- Developing an Audit Plan and an associated work program, approved by the ERA on 16 June 2021;
- Interviewing relevant Alinta Energy staff to gain an understanding of process controls;
- Undertake a visit to the licensee in Perth, and conduct various meetings with stakeholders, including regulatory, sales, billing and corporate management, to determine the effectiveness of systems and procedures in place and to compare actual performance against the licence standards;
- Assessing documents and performing walkthroughs of processes and controls to support the assessment of compliance and the effectiveness of the control environment in accordance with Licence obligations; and
- Performing procedures and testing based on the procedures listed in the approved Audit Plan.

How We Define Reasonable Assurance and Material Non-Compliance

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

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



Inherent Limitations

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

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

Use of this Assurance Report

This report has been prepared for Alinta Energy and the ERA for the purpose of assessing compliance with the requirements of the License and may not be suitable for another purpose.

We understand that a copy of this report will be provided to the ERA for the purpose of reporting on the reasonable assurance engagement for the Licensee. We agree that a copy of this report may be provided to the ERA in connection with this purpose, but only on the basis that we accept no duty, liability or responsibility to the ERA in relation to the report.

We disclaim any assumption of responsibility for any reliance on this report, to any person other than the Licensee and the ERA, or for any other purpose other than that for which it was prepared.

Management's responsibility

Alinta Energy's management are responsible for:

- The compliance activities undertaken to meet the requirements of the Licence;
- Identifying risks that threaten the compliance requirements identified above being met and identifying, designing and implementing controls to enable the compliance requirements to be met and, monitoring ongoing compliance;
- Ensuring that it has complied in all material respects with the requirements of the Licence;
- Establishing and maintaining an effective system of internal control over its systems designed to achieve its compliance with the Licence requirements;
- Implementing processes for assessing its compliance requirements and for reporting its level of compliance to the ERA; and
- Implementing corrective actions for instances of non-compliance (if any).

Our responsibility

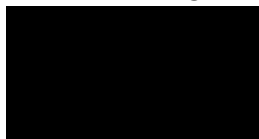
Our responsibility is to perform a reasonable assurance engagement in relation to Alinta Energy's compliance with its License requirements throughout the period and to issue an assurance report that includes our conclusion.

Our Independence and Quality Control

We have complied with our independence and other relevant ethical requirements of the *Code of Ethics for Professional Accountants* issued by the Australian Professional and Ethical Standards Board, and complied with the applicable requirements of Australian Standard on Quality Control 1 to maintain a comprehensive system of quality control.

We confirm that the ERA's 2019 Audit and Review Guidelines: Electricity and Gas Licences have been complied with in the conduct of this audit/review and the preparation of the report, and that the audit findings reflect our professional opinion.

Quantum Management Consulting & Assurance



Geoff White CA
Director

31 August 2021



2. Executive Summary

Alinta Sales Pty Ltd ('Alinta Energy') has an electricity retail licence (ERL6) issued by the Economic Regulation Authority ('ERA') under the provisions contained in the *Energy Coordination Act 1994*.

Alinta Energy is an entity of Alinta Sales Pty Ltd, a leading integrated Australian energy business that has been operating for over 20 years. They are one of Australia's largest utility providers of gas and electricity, generating around 3,000MW of energy. The Electricity Retail Licence No.6 permits Alinta Energy to sell electricity to customers in the South West Interconnect Systems ('SWIS').

The licence is for the area of Western Australian that extends from Kalbarri to Albany to Kalgoorlie in the East as shown in plan ERA-EL-082B. The 15 year licence expired on 18 May 2021 and was approved by the ERA for renewal for a further 15 years.

The audit approach is based on the compliance obligations set out in the Licence, applicable legislation, regulatory guidelines (Electricity Compliance Reporting Manual (8 June 2020 and previous version 3 July 2018) and the 2019 Audit and Review Guidelines: Electricity and Gas Licences).

The audit covered the period from 1 June 2018 to 31 May 2021. The previous audit period was 1 July 2014 to 31 May 2018.

Conclusion

Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that Alinta Energy has complied with its Electricity Retail Licence performance and quality standards and obligations during the audit period from 1 June 2018 to 31 May 2021 with one non-compliance that may have a moderate impact on customers and 7 non-compliances with minor impact.

Out of 236 applicable compliance obligations, the audit found:

- 105 obligations were A1 (compliant, with adequate controls).
- 31 obligations were rated A/NP (compliant, where controls review not performed).
- 1 obligation was rated C3 (non-compliant with moderate impact on customers and inadequate controls).
- 7 obligations were rated A2 (non-compliant with minor impact on customers, with adequate controls. Of these, 5 were due to non-compliances identified in the previous audit that were rectified in this audit period).
- 92 were not rated for compliance, as no relevant activity took place during the audit period (14 with adequate controls, 1 with generally adequate controls and 77 where controls were not reviewed).

The audit confirmed that Alinta Energy has fully complied with its information reporting obligations for the period 1 June 2018 to 31 May 2021.

The control environment is considered to be well-designed and effective. The moderate non-compliance in this audit period related to the obligation to include the Code of Conduct for the Supply of Electricity to Small-Use Customers on the Alinta Energy website.

No changes to the licence are recommended.



3. Performance Audit

3.1 Introduction

Alinta Sales Pty Ltd ('Alinta Energy') has an electricity retail licence (ERL6) issued by the Economic Regulation Authority ('ERA') under the provisions contained in the *Energy Coordination Act 1994*.

There were three licences in operation during the audit period:

- ERL 6 Version 7 (1 June 2018 to 30 June 2018).
- ERL 6 Version 8 (1 July 2018 to 18 May 2021) - Electricity Licence Review 2018 amendment by substitution.
- ERL 6 Version 9 (From 19 May 2021 to date) - Licence renewal.

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

Alinta has engaged Quantum Management Consulting and Assurance ('Quantum') to undertake an audit of Alinta's electricity supply services,

This audit and review covers the period 1 June 2018 to 31 May 2021. The previous audit and review was from 1 July 2014 to 31 May 2018.

The audit approach is based on the compliance obligations set out in the Licence, applicable legislation, regulatory guidelines (Electricity Compliance Reporting Manual (8 June 2020 and previous version 3 July 2018) and the 2019 Audit and Review Guidelines: Electricity and Gas Licences).

3.2 Objective and Scope

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

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

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



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

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

The highest priority areas (priority 1, 2 or 3 on a scale of 5) based on inherent risk and the previous audit’s assessed controls/processes were:

Priority 1 or 2 (High)

Type 1 reporting obligation

- Obligations to customers on life support equipment (obligation 236)
- Obligations to customers on life support equipment (obligations 234, 235 and 257)

Priority 3 (Moderate)

Electricity Industry (Customer Contracts) Regulations 2005

- Customer transfers (obligations 26 and 28)
- Non-standard contract (obligation 96)

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

- Non-standard contract (obligations 133 and 155)
- Estimated bills (obligation 160)
- Bill review – notification of complaints procedure (obligation 172).
- Bills issued have effective due date of at least 12 business days (obligation 187).
- Reminder notices and disconnection notices issued in required time periods (obligation 229)
- Complaints response (obligation 312).

The audit was designed to identify any areas where improvement was required and to recommend corrective action as necessary. In accordance with the ERA Guidelines, recommendations are included in the report only for obligations rated as inadequate controls (C), no controls (D), non-compliant – moderate impact (3) or non-compliant – major impact (4). Any other improvements identified in the audit are provided direct to the licensee. (refer Ratings Table in section 3.3).

The audit also reviewed the status of the previous audit recommendations (Refer Section 3.5)

3.3 Audit Controls and Compliance Rating Scale

The adequacy of controls and compliance with the licence obligations was assessed using the following ratings.

Adequacy of Controls Rating		Compliance Rating	
Rating	Description	Rating	Description
A	Adequate controls – no improvement needed	1	Compliant
B	Generally adequate controls –improvement needed	2	Non-compliant – minor impact on customers or third parties
C	Inadequate controls – significant improvement required	3	Non-compliant – moderate impact on customers or third parties
D	No controls evident	4	Non-compliant – major impact on customers or third parties
NP	Not performed – controls not assessed in the audit.	NR	Not rated – no activity in current period



3.4 Summary of Audit Ratings of Control and Compliance

The current audit assessment of the ratings for the adequacy of controls and compliance with the 236 applicable legislative obligations is shown below in the summary table and detailed obligations table.

Summary of Audit Ratings of Control and Compliance

Controls Rating	Compliance Rating						Total
	Rating	1 Compliant	2 Non-compliant (minor impact)	3 Non-compliant (moderate impact)	4 Non-compliant (major impact)	NR Not rated	
	A -Adequate	105	7	-	-	14	126
	B – Generally adequate	-	-	-	-	1	1
	C - Inadequate	-	-	1	-		1
	D – No controls	-	-	-	-		-
	NP – Not performed	31	-	-	-	77	108
Total	136	7	1	-	92	236	

Detailed Audit Ratings of Control and Compliance by Obligation

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Obligation Not Applicable	Adequacy of Controls Rating ²					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
					A	B	C	D	NP	1	2	3	4	NR	
Electricity Industry (Customer Transfer) Code 2016															
6	Submission of data request for connection	Clause 3.2(2)	4		✓					✓					
7	Submission of data request electronically	Clause 3.4(1)	4		✓					✓					
8	Withdrawal of request for consumption data	Clause 3.5(3)	4		✓										✓
9	Payment of costs incurred from withdrawal of request	Clause 3.6(2)	4						✓						✓
16	Customer data use for supply of electricity or to initiate transfer	Clause 3.9(1)	4		✓					✓					
17	Aggregation of customers historical consumption data	Clause 3.9(2)	4						✓						✓
18	Disclosure of customer data	Clause 3.9(3)	4		✓					✓					
19	Copy of consent from customer	Clause 3.9(4)	4						✓	✓					
23	Customer transfer request for connection point/s	Clause 4.2(2)	4		✓					✓					

¹ The number refers to the Obligation reference in the Electricity Compliance Reporting Manual 2020 and previous version 2018 where applicable.

² Refer Controls and Compliance Rating Scales in Section 3.3.



No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Obligation Not Applicable	Adequacy of Controls Rating ²					Compliance Rating				
					A	B	C	D	NP	(1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
24	Reason for transfer specified in the customers transfer request	Clause 4.3	4		✓					✓				
25	Retailer submission of customer transfer request	Clause 4.4(1)	4						✓	✓				
26	Retailer submission of customer transfer request – reverse an erroneous transfer	Clause 4.4(2)	3		✓									✓
27	Retailer submission of customer transfer request – electronically	Clause 4.5(1)	4		✓					✓				
28	Retailer withdrawal of customer transfer request	Clause 4.6(3)	3		✓									✓
29	Retailer nomination of transfer date with customer transfer request	Clause 4.7	4		✓					✓				
30	Payment of costs for meter – withdrawal of customer transfer request	Clause 4.8(2)	4		✓									✓
34	Revision of transfer date	Clause 4.9(6)	4		✓					✓				
39	Action if meter is not read on nominated date	Clause 4.11(3)	4		✓					✓				
40	Access contract – amendments	Clause 4.12(3)	4		✓									✓
43	Transfer for reverse of erroneous transfer	Clause 4.15	4		✓					✓				
44	Retain consent for lodgement of customer transfer request	Clause 4.16	4		✓					✓				
45	Billing for charges after transfer time	Clause 4.17	4		✓					✓				
48	Network's communication rule – data and information communication	Clause 5.2	4		✓					✓				
48A	Written notice and delivery	Clause 6.1	4		✓					✓				
49	Data request or customer transfer request – identify connection point	Clause 6.2	4		✓					✓				
52	Timeframe for notification of contact details	Clause 6.4(1)	4						✓					✓
53	Timeframe for notification of changes in contact details	Clause 6.4(2)	4						✓					✓
54	Electronic communications in accordance with rules	Clause 6.6	4		✓					✓				
55	Timeframe for dispute resolution	Clause 7.1(1)	4						✓					✓



No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Obligation Not Applicable	Adequacy of Controls Rating ²					Compliance Rating				
					A	B	C	D	NP	(1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
56	Referral of unresolved disputes	Clause 7.1(2)	4						✓					✓
57	Record of resolved disputes	Clause 7.1(3)	4						✓					✓
58	Arbitrator for a dispute	Clause 7.2(4)	4						✓					✓
59	Manner of disputing party	Clause 7.3(2)	4						✓					✓
Electricity Industry (Customer Contracts) Regulations 2005														
78	Format of standard contract	Regulation 5	4		✓					✓				
79	Format of non-standard contract (NSC)	Regulation 5	4						✓	✓				
80	NSC effect period	Regulation 6	4						✓	✓				
81	NSC retailer information	Regulation 7	4						✓	✓				
82	NSC description of goods and services provided	Regulation 8	4						✓	✓				
83	NSC customer payment for electricity	Regulation 9	4						✓	✓				
84	NSC prohibition on tampering/bypassing	Regulation 10	4						✓	✓				
85	NSC right to disconnect and reconnect supply	Regulation 11	4						✓	✓				
86	NSC security deposits and payment of interest	Regulation 12	4						✓	✓				
87	NSC retailers' obligations re prices and tariff information	Regulation 13	4						✓	✓				
88	NSC procedure for preparation, issue and review of bills	Regulation 14	4						✓	✓				
89	NSC matters for contract termination	Regulation 15	4						✓	✓				
90	NSC amendment without consent	Regulation 16 and 34	4						✓	✓				
91	NSC rights and obligations	Regulation 17	4						✓	✓				
92	NSC procedure for complaint response	Regulation 18	4						✓	✓				
93	NSC treatment of confidential information	Regulation 19	4						✓	✓				
94	NSC governing legislation	Regulation 20	4						✓	✓				
95	NSC Code of Conduct	Regulation 21	4						✓	✓				
96	NSC cooling off period	Regulation 32	3		✓						✓			
97	NSC termination of contract	Regulation 33(2)	4						✓					✓
98	NSC matters of termination	Regulation 33(3) and (4)	4						✓	✓				
100	Notify customer if supply deemed to be under a standard contract	Regulation 38	4		✓					✓				



No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Obligation Not Applicable	Adequacy of Controls Rating ²					Compliance Rating								
					A	B	C	D	NP	1	2	3	4	NR				
Electricity Industry Act 2004																		
101	Provide ERA with performance audit	Section 13(1)	4		✓					✓								
105	Payment of license fees to ERA	ERA (Licencing Funding) Regulations 2014	4		✓						✓							
106	Minimisation of unforeseen effects on electricity supply	Section 31(3)	4			✓								✓				
107	Payment of costs for land	Section 41(6)	4	N/A														
108	Supply to small use customers	Section 54(1)	4		✓					✓								
109	Compliance with the ERA direction to amend standard contract	Section 54(2)	4		✓					✓								
110	Function of last resort	Section 76	4						✓					✓				
111	Supply to small use customers – Ombudsman membership	Section 101	4		✓					✓								
114	Marketing agent complies with the Code of Conduct	Section 11	4						✓					✓				
116	Submit standard form contract to ERA	Section 11	4		✓					✓								
117	Comply with ERA directions for standard form contract review	Section 11	4		✓					✓								
118	Amendment of standard form contract	Section 11	4		✓					✓								
119	Maintaining accounting records	Section 11	4		✓					✓								
120	Comply with ERA's performance standards	Section 11	4						✓					✓				
121	Comply with ERA's standard audit guidelines	Section 11	4		✓					✓								
123	Notify ERA of external administration or changes in license circumstances	Section 11	4		✓					✓								
124	Providing ERA with any other information	Section 11	4		✓					✓								
125	Timeframe to publish information	Section 11	4		✓					✓								
126	Notices in writing	Section 11	4						✓	✓								
Code of Conduct for the Supply of Electricity to Small-Use Customers 2018																		
	Marketing																	
129	Marketing agents compliance	Clause 2.1	4						✓					✓				
130	Entering standard form contracts	Clause 2.2(1)	4		✓					✓								



No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Obligation Not Applicable	Adequacy of Controls Rating ²					Compliance Rating				
					A	B	C	D	NP	(1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
131	Timeframe to give customers information	Clause 2.2(2)	4		✓					✓				
132	Entering non-standard contracts	Clause 2.3(1)	4		✓					✓				
133	Information is provided to customer prior to entering into non-standard contract	Clause 2.3(2)	3		✓						✓			
135	Customer consent	Clause 2.3(5)	4		✓					✓				
136	Clarity of concession inclusions	Clause 2.4(1)	4					✓						✓
137	Customer can contact agent	Clause 2.4(2)	4		✓					✓				
138	Agent to provided customer with information requested	Clause 2.5(1)	4		✓									✓
139	Face-to-face meeting – carry identification	Clause 2.5(2)	4		✓					✓				
140	Comply with any signs at premises that restrict sales representative	Clause 2.6	4		✓					✓				
141	Marketing agent to keep record of complaints	Clause 2.9	4					✓						✓
142	Marketing agent to keep records for at least 2 years	Clause 2.10	4					✓						✓
Connection														
143	Forward request to distributor	Clause 3.1(1)	4		✓					✓				
144	Timeframe to forward request to distributor	Clause 3.1(2)	4		✓					✓				
Billing														
145	Timeframes for Issuing bill	Clause 4.1	4		✓					✓				
146	Customer notice re shortened billing cycle	Clause 4.2(1)	4					✓						✓
147	Financial hardship/ payment difficulties	Clause 4.2(2)	4		✓									✓
148	Written notice to shorten billing cycle	Clause 4.2(3)	4					✓						✓
149	Timeframe of shortened billing cycle	Clause 4.2(4)	4		✓					✓				
150	Return customer to billing cycle if 3 consecutive bills paid by the due date.	Clause 4.2(5)	4					✓						✓
151	Informing customers about shortened billing cycles	Clause 4.2(6)	4					✓						✓
152	Bill-smoothing arrangements	Clause 4.3(1)	4					✓						✓
153	Conditions of bill-smoothing arrangement	Clause 4.3(2)	4					✓						✓
154	Issuing bill to address	Clause 4.4	4		✓					✓				



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155	Prescribed information on bill	Clause 4.5(1)	3		✓							✓			
156	Billing of historical debt	Clause 4.5(3)	4		✓					✓					
157	Information on basing a customer's bill – meter reading	Clause 4.6	4		✓					✓					
158	Meter reading	Clause 4.7	4		✓					✓					
159	Estimated bill	Clause 4.8(1)	4		✓					✓					
160	Estimated bill – specify on bill	Clause 4.8(2)	3		✓						✓				
161	Reason for estimating	Clause 4.8(3)	4		✓					✓					
162	Estimated bill – adjustment on next bill	Clause 4.9	4		✓					✓					
163	Replacing an estimated bill	Clause 4.10	4		✓					✓					
164	Meter testing	Clause 4.11(1)	4		✓					✓					
165	Meter testing - defective	Clause 4.11(2)	4		✓					✓					
166	Alternate tariffs	Clause 4.12(1)	4						✓						✓
167	No longer eligible for beneficial tariffs	Clause 4.13	4						✓						✓
168	Issuing final bill	Clause 4.14(1)	4		✓					✓					
169	Account in credit at closure	Clause 4.14(2)	4						✓	✓					
170	Account in credit at closure – owing debt to retailer	Clause 4.14(3)	4						✓						✓
171	Reviewing customer bill	Clause 4.15	4		✓					✓					
172	Reviewing customer bill - satisfied that it is correct	Clause 4.16(1)(a)	3		✓					✓					
173	Reviewing customer bill – adjusting incorrect bill	Clause 4.16(1)(b)	4		✓					✓					
174	Reviewing customer bill – informing the outcome	Clause 4.16(2)	4		✓					✓					
175	Timeframe to inform the outcome of a bill review	Clause 4.16(3)	4		✓					✓					
176	Recovering undercharged amounts	Clause 4.17(2)	4		✓					✓					
176A	Interest on undercharged amounts	Clause 4.17(3)	4		✓										✓
177	Overcharged from error, defect or default	Clause 4.18(2)	4		✓					✓					
178	Payment of overcharged amount	Clause 4.18(3)	4		✓					✓					
179	Credit account of overcharged amount	Clause 4.18(4)	4		✓					✓					
180	Amount overcharged	Clause 4.18(6)	4		✓					✓					
181	Written notice to use overcharged amount for debt owed	Clause 4.18(7)	4		✓					✓					



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					A	B	C	D	NP	(1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
										1	2	3	4	NR	
182	Recovery of adjustment amount	Clause 4.19(1)	4		✓						✓				
183	Meter reading – amount of adjustment is amount owing	Clause 4.19(2)	4		✓						✓				
184	Payment by retailer – customers instructions	Clause 4.19(3)	4		✓						✓				
185	Payment by retailer – no customer instructions	Clause 4.19(4)	4		✓						✓				
186	Written notice for using adjustment amount for customer debt	Clause 4.19(7)	4		✓						✓				
Payment															
187	Due date	Clause 5.1	3		✓							✓			
188	Payment methods	Clause 5.2	4		✓						✓				
189	Direct debit	Clause 5.3	4						✓						✓
190	Payment in advance	Clause 5.4	4						✓						✓
191	Unable to pay	Clause 5.5	4						✓						✓
192	Late payment fee	Clause 5.6(1)	4						✓						✓
193	Refunding late payment fee	Clause 5.6(2)	4						✓						✓
194	Additional late payment fee	Clause 5.6(3)	4						✓						✓
195	Additional late payment fee – residential customer	Clause 5.6(4)	4						✓						✓
196	Late payment fee – financial hardship	Clause 5.6(5)	4						✓						✓
197	Vacated address	Clause 5.7(1)	4						✓	✓					
198	Evicted/required to vacate supply address	Clause 5.7(2)	4						✓						✓
199	Previous electricity consumed	Clause 5.7(4)	4		✓						✓				
200	Debt recovery if financial hardship advised	Clause 5.8(1)	4						✓						✓
201	Debt recovery limited to supply address	Clause 5.8(2)	4		✓						✓				
201A	Transfer of debt to another customer	Clause 5.8(3)	4						✓		✓				
Payment Difficulties and Financial Hardship															
202	Payment problems	Clause 6.1(1)	4						✓						✓
203	Give reasonable consideration	Clause 6.1(3)	4						✓						✓
204	Advise details and outcome of assessment	Clause 6.1(4)	4						✓						✓
205	Referral to customer representative – grant temporary suspension of actions	Clause 6.2(1)	4						✓						✓



No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Obligation Not Applicable	Adequacy of Controls Rating ²					Compliance Rating				
					A	B	C	D	NP	(1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
206	Request for temporary suspension of action	Clause 6.2(2)	4						✓					✓
207	Period of temporary suspension	Clause 6.2(3)	4						✓					✓
208	Consideration for request for additional time to assess capacity to pay	Clause 6.2(4)	4						✓					✓
209	Payment difficulties – alternative payment arrangements	Clause 6.3(1)(a)	4						✓					✓
210	Financial hardship – alternative payment arrangements	Clause 6.3(1)(b)	4						✓					✓
211	Financial hardship – additional time	Clause 6.4(1)(a)	4						✓					✓
212	Interest-free and fee-free instalment plan	Clause 6.4(1)(b)	4						✓					✓
213	Offering or amending instalment plan	Clause 6.4(2)	4						✓					✓
214	Upon acceptance of instalment plan	Clause 6.4(3)	4						✓					✓
215	Consideration of reduction in fees, charges or debt	Clause 6.6(1)	4						✓					✓
216	Refer to hardship procedure	Clause 6.6(2)	4						✓					✓
217	Revising instalment plan when customer is unable to meet obligations under arranged payment	Clause 6.7	4						✓					✓
218	Information to be advised to customer re financial hardship	Clause 6.8	4						✓					✓
219	Minimum payment in advance	Clause 6.9(1)	4						✓					✓
220	Hardship policy and hardship procedures exist	Clause 6.10(1)	4		✓					✓				
221	Hardship policy complies with criteria	Clause 6.10(2)	4		✓					✓				
222	Hardship procedure complies with criteria	Clause 6.10(3)	4		✓					✓				
223	Provide a copy of hardship policy when requested	Clause 6.10(4)	4		✓					✓				
225	ERA directing a review of the hardship policy and hardship procedure	Clause 6.10(6)	4		✓									✓
226	Comply with ERA Financial Hardship Policy Guidelines	Clause 6.10(7)	4		✓					✓				
227	Material amendment to hardship policy	Clause 6.10(8)	4		✓									✓



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					A	B	C	D	NP	(1=Compliant 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
										1	2	3	4	NR	
228	Consideration of request for alternative payment arrangements	Clause 6.11	4		✓						✓				
Disconnection & Interruption															
229	Reminder notice prior to disconnection	Clause 7.1(1)	3		✓							✓			
230	Failure to pay a bill	Clause 7.2(1)	4		✓					✓					
231	Failure to pay a bill – dual fuel contracts	Clause 7.3	4						✓						✓
232	Denying access to the meter	Clause 7.4(1)	4		✓										✓
234	Comply with limitations regarding disconnection	Clause 7.6	2		✓					✓					
235	Notification of life support equipment	Clause 7.7(1)	2		✓					✓					
236	Change of address re life support equipment	Clause 7.7(2)	1		✓					✓					
240	Life support re-certification	Clause 7.7(6)	3		✓										✓
241	Removal from life support register	Clause 7.7(7)	4		✓					✓					
Reconnection															
242	Requests for reconnection	Clause 8.1(1)	4		✓					✓					
243	Timeframe to forward reconnection request	Clause 8.1(2)	4		✓					✓					
Information and Communication															
272	Notice of variation in tariffs, fees and charges	Clause 10.1(1)	4		✓					✓					
273	Make available information on tariffs, fees and charges	Clause 10.1(2)	4						✓	✓					
274	Timeframe to make available information on tariffs, fees and charges	Clause 10.1(3)	4						✓	✓					
275	Billing data	Clause 10.2(1)	4	N/A											
276	Providing billing data at no charge	Clause 10.2(2)	4	N/A											
277	Timeframe for information on billing data	Clause 10.2(3)	4	N/A											
278	Retain billing data for 7 years	Clause 10.2(4)	4	N/A											
279	Provide information on concessions available	Clause 10.3	4	N/A											
280	Written details of obligations to make payments	Clause 10.3A	4		✓					✓					
281	Making general information available	Clause 10.4	4						✓	✓					
282	Information re distribution of electricity	Clause 10.5	4						✓	✓					



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					A	B	C	D	NP	1	2	3	4	NR
290	Format of written information	Clause 10.9	4						✓	✓				
291	How to obtain a copy of the Code of Conduct	Clause 10.10(1)	4		✓					✓				
292	Electronic copies of the Code of Conduct	Clause 10.10(2)	4				✓					✓		
294	Interpreting information for residential customer	Clause 10.11(1)	4		✓					✓				
295	Information prescribed for residential customers	Clause 10.11(2)	4		✓					✓				
297	Availability of different types of meters	Clause 10.12(2)	4						✓					✓
Complaints and Dispute Resolution														
298	Internal process for handling complaints and resolving disputes	Clause 12.1(1)	4		✓					✓				
299	Compliance of complaint handling process	Clause 12.1(2)	4		✓					✓				
300	Advising customer accordingly	Clause 12.1(3)	4		✓					✓				
301	Response timeframe for written complaint	Clause 12.1(4)	4		✓					✓				
302	Comply with ERA guidelines	Clause 12.2	4		✓					✓				
303	Information to utilise the complaints handling processes	Clause 12.3	4		✓									✓
304	Advise customer of appropriate entity for a complaint	Clause 12.4	4		✓									✓
Reporting														
305	Prepare a report for each reporting year specified by the ERA	Clause 13.1	4		✓					✓				
306	Provide report to ERA as specified	Clause 13.2	4		✓					✓				
307	Report is published by the date specified by the ERA	Clause 13.3	4		✓					✓				
Service Standard Payments														
308	Payment of compensation	Clause 14.1(1)	4						✓					✓
310	Compensation for retailer's non-compliance with procedures	Clause 14.2(1)	4						✓					✓
312	Failure to acknowledge complaint within the timeframe	Clause 14.3(1)	3						✓					✓
315	Compensation payment for failure to satisfy a service standard.	Clause 14.7(1)	4						✓					✓



No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Obligation Not Applicable	Adequacy of Controls Rating ²					Compliance Rating							
					A	B	C	D	NP	1	2	3	4	NR			
Electricity Industry (Metering) Code 2012																	
324	Bi-directional electricity flows	Clause 3.3B	4		✓					✓							
339	Advising operator about an outage or malfunction of a metering installation	Clause 3.11(3)	4						✓					✓			
371	Discrepancy between data in meter and database	Clause 4.4(1)	4						✓					✓			
372	Not knowingly permit the registry to be materially inaccurate.	Clause 4.5(1)	4						✓					✓			
373	Notify network operator of any inaccuracy in standing data	Clause 4.5(2)	4						✓					✓			
388	Assist network operator to comply with their obligations	Clause 5.4(2)	4						✓					✓			
401	Provide energy data to network operator within timeframe	Clause 5.16	4	N/A													
402	Provide standing data or energy data to customers as required	Clause 5.17(1)	4						✓	✓							
405	Change in the energisation status of a metering point	Clause 5.18	4						✓					✓			
406	Act with network operator in accordance with good electricity industry practice	Clause 5.19(1)	4						✓					✓			
407	Record prescribed information in relation to the site of each connection point	Clause 5.19(2)	4		✓					✓							
408	Notify network operator of any changes within 1 day	Clause 5.19(3)	4						✓					✓			
410	Do not notify network operator if change due to information provided by network operator	Clause 5.19(6)	4						✓					✓			
416	Request for meter test or audit only if licensee was the user at the time	Clause 5.21(5)	4						✓	✓							
417	Any request must be consistent with any access arrangement or agreement.	Clause 5.21(6)	4						✓	✓							
435	Provide network operator with customer attribute information that is missing or incorrect within the timeframes.	Clause 5.27	4						✓					✓			
448	User with access contract must comply with rules, procedures, agreements.	Clause 6.1(2)	4		✓					✓							



No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Obligation Not Applicable	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
					A	B	C	D	NP	1	2	3	4	NR
451	Ensure that licensee can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number.	Clause 7.2(1)	4		✓					✓				
453	Notify contact details to a network operator within 3 business days after the request.	Clause 7.2(4)	4						✓					✓
454	Notify network operator of any change to the contact details at least 3 business days before the change.	Clause 7.2(5)	4						✓					✓
455	Protection of confidential information	Clause 7.5	4		✓					✓				
456	Comply with any disclosure required by the Code.	Clause 7.6(1)	4		✓					✓				
457	Aim to resolve any dispute with Code Participants within 5 business days.	Clause 8.1(1)	4						✓					✓
458	If a dispute is not resolved within 10 business days, refer dispute to senior management to meet and resolve	Clause 8.1(2)	4						✓					✓
459	If the dispute is not resolved within a further 10 business days, refer to senior executive officer of each party to meet and resolve.	Clause 8.1(3)	4						✓					✓
460	If resolved, prepare a written and signed record of the resolution and adhere to the resolution.	Clause 8.1(4)	4						✓					✓
461	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1).	Clause 8.3(2)	4						✓					✓



3.5 Status of Previous Audit Recommendations

The recommendations to address non-compliances noted in the previous Audit Report (November 2018) have been implemented as shown below.³

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
2/2018	26, 28	C/NR	<p>Customer Transfer Requests to Network Operator</p> <p>There is currently no properly documented policy and procedures in place which provide explicit alignment with its compliance obligations. Thus, there remains an underlying risk of key person reliance in its control environment.</p> <p>We acknowledged that management is currently in the process of mapping out updated internal process flows across various functions, with the aim of completion by the end of October 2018.</p> <p><i>We recommend that management consider aligning these process flows documentation with the relevant compliance obligations.</i></p>	<p><u>Completed</u></p> <p>This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.</p>	Nov. 2019	Nil
5/2018	96, 133	B3	<p>Non-Standard Contract Cooling Off Period</p> <p>Based on enquiries and examination of documentation, it was concluded that there are generally adequate controls in place with some improvement needed and there was non-compliance with moderate impact on customers or third parties during the audit period.</p> <p><i>We recommend that the Legal team update the non-standard contract to include within the contract the cooling off period for non- standard contracts.</i></p>	<p><u>Completed</u></p> <p>Clause 25.1 of the Non-Standard Contract has been amended so that a customer may terminate the contract within the cooling-off period regardless of whether or not the contract was unsolicited.</p>	Feb. 2019	Nil

³ Recommendations re control improvements for Compliant or Not Rated for compliance obligations have not been included, in accordance with the current ERA reporting guidelines.



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
9/2018	155	B2	<p>Information on Bills</p> <p>Based on enquiries and examination of documentation, it was concluded that there are generally adequate controls in place with some improvement needed and there was non-compliance with minor impact on customers or third parties during the audit period.</p> <p><i>We recommend that management update its non-standard contract terms and conditions to reflect the correct Code of Conduct clause references it wishes to obtain consent from customers to not include information on its bills. In additions, management should implement a monitoring process to ensure that any changes to the non-standard contract and supporting terms and conditions have been aligned with the requirements of the Code of Conduct.</i></p>	<p><u>Completed</u></p> <p>Clause 6.3 of the Non-Standard Contract has been amended to refer to the correct Code of Conduct clauses.</p>	Feb. 2019	Nil
10/2018	160	C3	<p>Estimated Bills</p> <p>Based on enquiries, it was concluded that there are inadequate controls with significant improvement required and there was non-compliance with moderate impact on customers or third parties during the audit period.</p> <p><i>We recommend that Alinta liaises with Gentrack to ensure estimated bill flag is correctly populating on the Fuji Xerox field.</i></p> <p><i>We recommend that Alinta implements a reviewing and monitoring process to ensure that when changes are made to the billing system, the bill template aligns with the requirements of the Code of Conduct.</i></p>	<p><u>Completed</u></p> <p>Following testing of updated code in Alinta Energy test environment, revised billing template went live on 22 November 2019.</p> <p>The bill states when the invoice is based on metering data that includes estimations and advises customers to contact Alinta Energy for the reason for the estimations or to request a verification or meter reading.</p>	Nov. 2019	Nil
16/2018	172	B2	<p>Bill Reviews – Further Advice</p> <p>There is currently no properly documented policy and procedures in place which provide explicit alignment with its compliance obligations. Thus, there remains an underlying risk of key person reliance in its control environment.</p>	<p><u>Completed</u></p> <p>A work instruction outlining that a customer must be advised of meter testing and internal and external</p>	July 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			<p>We acknowledged that management is currently in the process of mapping out updated internal process flows across various functions, with the aim of completion by the end of October 2018.</p> <p><i>We recommend that management consider aligning these process flows documentation with the relevant compliance obligations.</i></p>	complaints handling operations has been included in PROMAPP.		
23/2018	181	B2	<p>Use of Overcharge to Offset Debt</p> <p>Based on enquiries and examination of documentation, it was concluded that there are generally adequate controls in place with some improvement needed and there was non-compliance with minor impact on customers or third parties during the audit period. This impact has not been rated as moderate as the customer will receive a bill stating the credited amount, regardless of direct communication or not.</p> <p>We acknowledged that management is currently in the process of mapping out updated internal process flows across various functions, with the aim of completion by the end of October 2018.</p> <p><i>We recommend that management consider aligning these process flows documentation with the relevant compliance obligations. Management should also have in place monitoring process to ensure customer is given written notice if an amount overcharged is used to set off a debt owed to the retailer, unless it is in relation to a customer experiencing payment difficulties or financial hardship.</i></p>	<p><u>Completed</u></p> <p>The process has now been mapped in PROMAPP.</p>	Oct. 2018	Nil
29/2018	229	B2	<p>Reminder Notice Prior to Disconnection</p> <p>There is currently no properly documented policy and procedures in place which provide explicit alignment with its compliance obligations. Thus, there remains an underlying risk of key person reliance in its control environment.</p>	<p><u>Completed</u></p> <p>Work instructions have been included in PROMAPP to ensure issue of notices within the required timeframes.</p>	Sept. 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			<p>We acknowledged that management is currently in the process of mapping out updated internal process flows across various functions, with the aim of completion by the end of October 2018.</p> <p><i>We recommend that management consider aligning these process flows documentation with the relevant compliance obligations.</i></p>			
34/2018	236	B4	<p>Life Support Customer – Change of Address</p> <p>Based on examination and sample testing of documentation, it was concluded that there are generally adequate controls in place and Alinta has not complied with the licence condition, during the audit period, creating a major impact on customers or third parties.</p> <p><i>We recommend that Alinta develops a Disconnection Procedure to ensure that the Credit and Billing team are aware of the appropriate procedures to initiate a disconnection of supply, and the conditions that must stand as per the Code of Conduct before this is performed.</i></p> <p><i>We also recommend that management has in place a stringent process in ensuring details or change of details for customer requiring life support is promptly updated and updated within the required timeframe so as to not disrupt supply to the life support equipment.</i></p>	<p><u>Completed</u></p> <p>Process mapping updated in PROMAPP.</p>	Nov. 2018	Nil
35/2018	240	C/NR	<p>Removal from Life Support Register</p> <p>Based on enquiries, it was concluded that there are inadequate controls with significant improvement required. However due to no events in the audit period, compliance was not rated.</p> <p><i>We recommend Alinta to utilise the existing file that contains follow-up dates for ascertaining whether life support equipment is required or to request re-certification in the timeframe, manner and circumstance specified in subclause 7.7(6). This will require a delegated member of authority within the Billing Team to hold accountability for updating the local file.</i></p>	<p><u>Completed</u></p> <p>Process mapping updated in PROMAPP.</p>	Nov. 2018	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
39/2018	312	C/NR	<p>Failure to Acknowledge Complaint within Timeframe</p> <p>Based on enquiries, it was concluded that there are inadequate controls with significant improvement required. However due to no events in the audit period, compliance was not rated.</p> <p><i>We recommend that Alinta re-communicate to the complaints handling team, the requirement for \$20 to be paid to the customer where Alinta fail to acknowledge or respond to a complaint within the required timeframes and ensure that all complaints lodged are tracked & closed out on a timely manner.</i></p>	<p><u>Completed</u></p> <p>The audit confirmed the Electricity Customer Service Chartist includes Alinta's obligation to pay the customer \$20 if a written response is not acknowledged, or responded to, within the timeframe prescribed.</p>	Sept. 2019	Nil



3.6 Detailed Audit Observations

SUMMARY OF COMPLIANCE OBLIGATIONS	
LEGISLATION	
ELECTRICITY INDUSTRY ACT 2004	Refer Compliance Obligations 101 to 128 as applicable.
REGULATIONS	
ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005	Refer Compliance Obligations 78 to 100 as applicable
CODES	
ELECTRICITY INDUSTRY (CUSTOMER TRANSFER) CODE 2016	Refer Compliance Obligations 1 to 71 as applicable
CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL-USE CUSTOMERS 2018	Refer Compliance Obligations 129 to 316 as applicable.
ELECTRICITY INDUSTRY (METERING) CODE 2012	Refer Compliance Obligations 317 to 461 as applicable.



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
Electricity Industry (Customer Transfer) Code 2016							
6	Regulation 5(2)	Clause 3.2(2)	A retailer must submit a separate data request for each connection point, unless otherwise agreed.	4	The audit confirmed that Alinta submits a separate data request electronically to Western Power via the Metering Service Centre web portal linked to the Gentrack system. A unique National Meter Identifier (NMI) is assigned to each data request. This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	1
7	Regulation 5(2)	Clause 3.4(1)	A retailer must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day, unless otherwise agreed.	4	The audit confirmed that the electronic Western Power (WP) system is the only system used for data requests. This system limits the number of requests per day to 20, unless allowed or overridden by WP on request. This obligation is documented in the Action New Connection Request procedure, Action Churn In Request procedure and the Account Consultant Requesting Historical Electricity Usage procedure.	A	1
8	Regulation 5(2)	Clause 3.5(3)	A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the	4	The audit confirmed that Alinta requires customer consent to retrieve historical consumption data from Western Power. Verifiable consent is sought via email or phone voice recording.	A	NR

4 Number refers to the item reference in the Electricity Compliance Reporting Manual (ERA June 2020 or previous version in 2018).

5 The ERA Audit Guidelines only require recommendations for obligations rated C or D for Controls and/or 2,3, or 4 for Compliance to be included in this report.

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

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



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			network operator provides the historical consumption data.		The Sales Operations Manager confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period. This obligation is documented in the Business Account Consultant - Electricity Informed Consent – Meter Data script.		
9	Regulation 5(2)	Clause 3.6(2)	A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a request for historical consumption data that has been subsequently withdrawn.	4	The Sales Operations Manager confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period.	NP	NR
16	Regulation 5(2)	Clause 3.9(1)	A retailer may only use data relating to a contestable customer to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer.	4	The audit confirmed that data relating to a contestable customer is only to provide that customer with a quotation for the supply of electricity by Alinta; or to initiate a transfer of that customer. The restrictions on the disclosure of customer data are documented in the Privacy Policy. Employees are also required to complete online compliance training at inductions and a refresher once a year.	A	1
17	Regulation 5(2)	Clause 3.9(2)	A retailer must not aggregate a contestable customer's historical consumption data with that of other contestable customers for the purposes of internal business development, if requested not to do so by the customer.	4	The Sales Operations Manager confirmed that Alinta did not aggregate contestable customer data for internal business development during the audit period.	NP	NR
18	Regulation 5(2)	Clause 3.9(3)	A retailer must not disclose a contestable customer's data to any	4	The audit confirmed that Alinta obtains customer consent to retrieve their data from Western Power	A	1



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			other person without the verifiable consent of the contestable customer, except in the circumstances defined.		or lodge a customer transfer request. The consent is received via email or via phone voice recording. The restrictions on the disclosure of customer data are documented in the Privacy Policy and the Action Churn In Request procedure. Employees are also bound by confidentiality agreements.		
19	Regulation 5(2)	Clause 3.9(4)	A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	4	The audit confirmed with the Solutions Architect that data is retained since the system commenced in 2013, including copies of all verifiable consent received.	NP	1
23	Regulation 5(2)	Clause 4.2(2)	A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed.	4	The audit confirmed that Alinta submits a separate data request electronically to Western Power via the Metering Service Centre web portal, where a unique National Meter Identifier (NMI) is assigned to each data request. This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	1
24	Regulation 5(2)	Clause 4.3	A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer that submitted the customer transfer request or to reverse an erroneous transfer.	4	The audit confirmed that Alinta submits a separate data request electronically to Western Power via the Metering Service Centre web portal, including the reason for transfer. This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	1
25	Regulation 5(2)	Clause 4.4(1)	A retailer may only submit a customer transfer request if it has an access contract for the network, unless it is to reverse an erroneous transfer.	4	The audit confirmed that Alinta Sales Pty Ltd has a valid access contract with Western Power and that customer transfer requests are always submitted.	NP	1



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26	Regulation 5(2)	Clause 4.4(2)	A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	3	<p>The audit confirmed with the Business Sales Manager that Alinta does not communicate with the other retailer due to privacy issues. If the transfer is from an incoming retailer, Western Power will automatically notify Alinta to confirm the transfer. In instances where the incoming retailers identity has not been provided, Alinta will contact Western Power to identify the incoming retailer.</p> <p>The Team Leader – Sales Operations confirmed that no erroneous transfers were requested during the audit period.</p> <p>This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.</p>	A	NR
27	Regulation 5(2)	Clause 4.5(1)	A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.	4	<p>The audit confirmed that the B2B system is the only system used for Customer Transfer Requests and it limits by design, the maximum number of transfer requests to 20 per day.</p> <p>This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.</p>	A	1
28	Regulation 5(2)	Clause 4.6(3)	A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	3	<p>Verifiable consent is sought and maintained through non-standard contracts. These are checked prior to any Customer Transfer Requests being lodged with Western Power.</p> <p>The Alinta Energy Electricity Customer Service Charter and as per Australian Consumer Law, there must be 10 business days cooling off period for unsolicited contracts. During this period the customer must communicate to Alinta Sales, who will communicate this to Billing and cancel the</p>	A	NR



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					order in B2B, which will update the Western Power Portal. The Team Leader – Sales Operations confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period. This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.		
29	Regulation 5(2)	Clause 4.7	A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	4	The audit confirmed that all customer transfer requests must be made via Western Power Portal (WPP) including a transfer date. The system will reject Customer Transfer Requests outside of the specified timeframes. This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	1
30	Regulation 5(2)	Clause 4.8(2)	A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	4	The Team Leader – Sales Operations confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period. This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	NR
34	Regulation 5(2)	Clause 4.9(6)	A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	4	The Team Leader – Sales Operations confirmed that as required by the circumstances of Customer Transfer Requests, Alinta works with Western Power on any changes to the nominated transfer dates. The procedure is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	1



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39	Regulation 5(2)	Clause 4.11(3)	A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	4	The Team Leader – Sales Operations confirmed that all meters were usually read on the nominated transfer date during the audit period. The audit sighted examples of emails from Western Power re delays. These are followed up and the transfer date adjusted as necessary. There is also a calendar reminder set for the next day to check that the meter has been read on the due date. The procedure is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	1
40	Regulation 5(2)	Clause 4.12(3)	The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	4	The audit confirmed there were no changes to the access contract made as per the requirements of this clause.	NP	NR
43	Regulation 5(2)	Clause 4.15	In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and, if applicable, AEMO) must act in good faith to ensure that the affected contestable customer has the same rights and obligations as if the erroneous transfer had not occurred.	4	As these situations arise, Alinta aim to minimise any impact on customers. The complaints procedure is documented in the Electricity Customer Service Charter (October 2017).	A	1
44	Regulation 5(2)	Clause 4.16	A verifiable consent given by a contestable customer in relation to the lodgement of a customer transfer request must be retained by the incoming retailer for two years, except in the case of a customer	4	The Solutions Architect confirmed they retain data including copies of all verifiable consents for at least two years and in practice, indefinitely on the CRM system since 2016. This is an automated process and controls are considered adequate.	A	1



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			transfer request to reverse an erroneous transfer.				
45	Regulation 5(2)	Clause 4.17	A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	4	When a customer requests a transfer to Alinta, the contact stipulates the transfer date, which is in line with the end date of the current retailer. This request cannot be made more than 50 business days in the future. The Gentrack and B2B system prevent bill charges from being incurred after the transfer date. The disconnection process is documented in the Action and Raise Disconnection procedure.	A	1
46 to 47					Not used.		
48	Regulation 5(2)	Clause 5.2	A network's communication rules apply in respect of data and information communication between the network operator and a retailer under this Code.	4	The audit confirmed that Alinta communicates with Western Power via telephone, email and the web portal (Metering Service Centre web portal). Alinta staff are trained to communicate with their network operator in accordance with the Electricity Industry Metering Code. All relevant Alinta personnel are required to complete online compliance training at induction and once per year refresher thereafter. No breaches were noted during the audit period. The communication rules are documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	1



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48A	Regulation 5(2)	Clause 6.1	All notices must be in writing and delivered as described in subclauses 6.1(a)-(c).	4	The audit confirmed that all notices are provided from Alinta to Western Power electronically. The communication rules are documented in the Action New Connection Request procedure and the Action Churn In Request procedure	A	1
49	Regulation 5(2)	Clause 6.2	A licensee's notice in relation to a data request or customer transfer request must identify the connection point to which it relates.	4	The audit confirmed that all customer transfers or data requests must be made via WPP or Gentrack by NMI. When an order is placed in the Gentrack system, the NMI is listed on the request and will be used to identify the corresponding transfer request in the WPP. This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.	A	1
52	Regulation 5(2)	Clause 6.4(1)	A retailer must notify its contact details to a network operator within three business days of a request.	4	The audit confirmed there were no requests made by Western Power for Alinta's contact details as there were no changes in the audit period. Western Power has all contact details required.	NP	NR
53	Regulation 5(2)	Clause 6.4(2)	A retailer must notify the network operator of any change in its contact details at least three business days before the change takes effect.	4	There were no changes to Alinta's contact details over the audit period.	NP	NR
54	Regulation 5(2)	Clause 6.6	A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with the communication rules.	4	The audit confirmed that Alinta and Western Power communicate through the Metering Service Centre web portal on a daily basis. The web portal maintains current electronic communication addresses and facilitated Alinta's discharge of its responsibilities relating to automated response messages.	A	1



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					The Network Access Agreement between Alinta and Western Power, and Western Power's Communication Rules sets out the methods and protocols approved for use by the network operator and retailer to exchange or provide information and data as required under the code.		
55	Regulation 5(2)	Clause 7.1(1)	For a dispute in respect of a matter under, or in connection with, the Electricity Industry Customer Transfer Code, the disputing parties must meet, within five business days of a request by one of those parties, and attempt to resolve the dispute through negotiations that are conducted in good faith.	4	The audit noted there are no written policies or procedures for required actions relating to the obligations in the Code if disputes arise. The Sales Operations Manager confirmed that if a dispute arises, it escalates to the higher authority within the company. There were no disputes relating to the Code during the audit period. A review of the Customer Complaints log did not identify any complaints related to the Customer Transfer Code.	NP	NR
56	Regulation 5(2)	Clause 7.1(2)	If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute through negotiations that are conducted in good faith.	4	As per obligation 55.	NP	NR
57	Regulation 5(2)	Clause 7.1(3)	If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	As per obligation 55.	NP	NR



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58	Regulation 5(2)	Clause 7.2(4)	A disputing party that refers a dispute to the arbitrator must provide the arbitrator with prescribed details of the nature of the dispute.	4	As per obligation 55.	NP	NR
59	Regulation 5(2)	Clause 7.3(2)	A disputing party must, at all times, conduct itself in a manner that is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	4	As per obligation 55.	NP	NR
Electricity Industry (Customer Contracts) Regulations 2005							
78	Condition 4.1.1 (Applicable until April 2020)	Section 51	Where the licensee supplies electricity under a standard form contract, the standard form contract must comply with the licensee approved standard form contract on the ERA's website.	4	The Business Sales Manager confirmed that some electricity customers are on the Standard Form Contract. These are out of contract customers, or customers who wish to remain on a month to month rate which is known as the Continuing Supply Tariff and not be locked in due to changes in their business. The Standard Form Contract approved by the ERA in September 2017 was used for the audit period to April 2020 when this obligation ceased.	A	1
79	Condition 4.1.1	Regulation 5	A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language.	4	The audit confirmed that customers have a Non-Standard Contract and Accompanying Terms and Conditions (February 2019) which comply with the requirements. The audit reviewed the non-standard contract and confirmed it is easy to read and expressed in clear, simple and concise language.	NP	1



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80	Condition 4.1.1	Regulation 6	A non-standard contract must specify when it comes into effect and the period for which it has effect.	4	The audit confirmed the Non-Standard Contract refers to a Contract Start Date and Contract End Date. It specifies that it comes into effect when Alinta accepts the offer set out in the customer schedule and will continue until the contract ends or when the contract term ends.	NP	1
81	Condition 4.1.1	Regulation 7	A non-standard contract must specify certain information about the retailer.	4	The audit confirmed that the Non-Standard Contract Terms and Conditions contains the required information about the retailer.	NP	1
82	Condition 4.1.1	Regulation 8	A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the supply of electricity service.	NP	1
83	Condition 4.1.1	Regulation 9	A non-standard contract must require the customer to pay for electricity supplied under the contract.	4	The audit confirmed the Non-Standard Contract Terms and Conditions requires the customer to pay for the electricity supplied.	NP	1
84	Condition 4.1.1	Regulation 10	A non-standard contract must prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so.	4	The audit confirmed the Non-Standard Contract Terms and Conditions includes the required conditions re not tampering or bypassing network equipment.	NP	1
85	Condition 4.1.1	Regulation 11	A non-standard contract must describe the circumstances under which a retailer has the right to disconnect supply and is required to reconnect supply.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the required conditions re disconnecting supply and reconnection requirements.	NP	1



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86	Condition 4.1.1	Regulation 12	A non-standard contract must require the retailer to deal with security deposits and the payment of interest in the manner that is specified.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the required conditions re security deposits and interest thereon.	NP	1
87	Condition 4.1.1	Regulation 13	A non-standard contract must describe the retailer's obligations in relation to the provision of prices and tariff information.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the required conditions re prices and tariff information, including any adjustments.	NP	1
88	Condition 4.1.1	Regulation 14	A non-standard contract must describe the procedures to be followed by the retailer in relation to the preparation, issue and review of customer bills.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the required information about the preparation, issue and review of bills.	NP	1
89	Condition 4.1.1	Regulation 15	A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the required information about the termination of the contract (ending the contract).	NP	1
90	Condition 4.1.1	Regulations 16 and 34	A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent and describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the required conditions re amending the contract without the customer's consent, notification of changes to the customer and if not agreed, the customer may terminate the contract.	NP	1



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			customer of any amendment to the contract.				
91	Condition 4.1.1	Regulation 17	A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the required conditions re any assignment of the contract with or without the customer's consent, including notification to the customer as soon as reasonably practicable before after the assignment.	NP	1
92	Condition 4.1.1	Regulation 18	A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the procedures for responding to complaints from customers.	NP	1
93	Condition 4.1.1	Regulation 19	A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes processes to protect confidentiality of information.	NP	1
94	Condition 4.1.1	Regulation 20	A non-standard contract must specify the governing legislation, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.	4	The audit confirmed the Non-Standard Contract Terms and Conditions describes the required conditions re governing legislation , notices and electronic communication.	NP	1
95	Condition 4.1.1	Regulation 21	A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	4	The audit confirmed the Non-Standard Contract Terms and Conditions does not exclude any provisions of the Code except for the provisions stated in section 1.10 of the Code.	NP	1



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96	Condition 4.1.1	Regulation 32	A non-standard contract must include details about the cooling off period specified in the regulation.	3	<p>The previous audit recommended that the Legal team update the non-standard contract to include within the contract the cooling off period for non-standard contracts (November 2018).</p> <p>The audit confirmed the Non-Standard Contract has been amended from February 2019, so that a customer may terminate the contract within the cooling-off period of 10 business days, regardless of whether or not the contract was unsolicited. As this was a minor non-compliance for part of the audit period and has been resolved, no further recommendation is made.</p> <p>The requirement for all contracts to have a cooling off period is stated in the Supply Agreements procedure.</p>	A	2
97	Condition 4.1.1	Regulation 33(2)	A non-standard contract (other than a fixed term contract) must allow the customer to terminate the contract at any time with no less than 5 days' notice.	4	The Manager WA Retail Regulation confirmed that Alinta only provide fixed term supply agreements. Therefore, there has been no activity in this audit period.	NP	NR
98	Condition 4.1.1	Regulations 33(3) and (4)	A non-standard contract that is a fixed term contract must describe the matters relating to the termination of the contract specified in the regulation.	4	The audit confirmed the Non-Standard Contract Terms and Conditions (fixed term contract) includes the required conditions re termination of the contract.	NP	1
100	Condition 6.8.1	Regulation 38	If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information.	4	<p>This may occur if a business ends their operations from a particular premise and a new business starts consuming electricity without notifying Alinta.</p> <p>The Gentrack billing system routinely picks this up due to a sudden increase in electricity consumption, which prompts Alinta to contact the</p>	A	1



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					<p>new business within 5 days to arrange a new non-standard contract.</p> <p>The standard form contract remains in effect by default, until such time as the customer agrees to a non-standard contract.</p> <p>The standard form contract applies to any out of contract customers, or customers who wish to remain on a month to month rate which is known as the Continuing Supply Tariff and not be locked in due to changes in their business.</p>		
Electricity Industry Act 2004							
101	Condition 5.3.1	Section 13(1)	A licensee must provide the ERA with a performance audit conducted by an independent expert acceptable to the ERA, not less than once every 24 months.	4	<p>The audit confirmed that the Notice of the 2018 ERL6 Performance Audit for Alinta was published on the ERA’s website and noted that this audit is for the period 1 June 2018 to 31 May 2021.</p> <p>This obligation is listed in the Regulatory Compliance Register (West Coast Retail Markets - Alinta Energy) (“Regulatory Compliance Register”).</p>	A	1
105	Condition 4.2.1	ERA (Licensing Funding) Regulations 2014	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014.	4	<p>The audit reviewed payments to the ERA for the audit period and confirmed that invoices for the annual licence fees, standing charges and other invoices were paid by the due dates of 30 days from invoice date with the exception of the payment for 2018/19 due on 18 June 2018 was paid 2 days late on 20 June 2018.</p> <p>The previous audit recommended that Alinta diarise payment for annual licence fees and standing charges in InControl once calendar alert functionality is implemented to provide automatic alerts to the relevant stakeholders. The obligation</p>	A	2



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					to pay fees is now listed in the Regulatory Obligations Register with the due date and person responsible. As this was a minor non-compliance and has been resolved, no further recommendation is made.		
106	Condition 4.1.1	Section 31(3)	A licensee must take reasonable steps to minimise the extent, or duration, of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.	4	<p>The Manager WA Retail Regulation confirmed that Alinta relies on WP to minimise interruptions or restrictions of supply. Alinta will direct the customer to WP's 24/7 emergency telephone line. The audit confirmed that Alinta has taken reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity.</p> <p>From review of the Complaints log, no complaints were received about interruptions to electricity supplies in the audit period.</p> <p>The previous audit recommended that Alinta develops policies and procedures that will detail best practice in order to minimise the extent, or duration, of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause. The procedures for complaints about interruptions to supply are stated in the Complaints and Disputes procedures available on the Alinta website. <i>An Emergency Management Plan to document the procedures is also under development.</i> The control is generally adequate.</p>	B	NR



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107	Condition 4.1.1	Section 41(6)	A licensee must pay the costs of taking an interest in land or an easement over land.	4	This obligation is not applicable to the Alinta retail licence.	N/A	N/A
108	Condition 6.4.1	Section 54(1)	A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract that complies with the Act.	4	The Business Sales Manager confirmed that all customers are on either non-standard contracts or Standard Form Contracts ('SFC'). The SFC customers are customers out of contract or customers who wish to remain on a month to month rate which is known as the Continuing Supply Tariff and not be locked in due to changes in their business. The obligation is documented in the Action Churn In Request procedure.	A	1
109	Condition 6.6.1	Section 54(2)	A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified.	4	The audit confirmed that Alinta complied with a direction from the ERA to review the Standard Form Contract as part of the licence renewal and this was approved on 14 May 2021. This obligation is listed in the Regulatory Compliance Register.	A	1
110	Condition 6.7.1	Section 76	If a designation under section 71(1) of the Electricity Industry Act is in force, a licensee must perform the functions of a retailer of last resort and must carry out the supplier of last resort plan if it comes into operation under section 70 of the Electricity Industry Act.	4	The Business Sales Manager and review of the annual Performance Reports to the ERA confirmed that Alinta does not supply electricity to residential customers and is not a supplier of last resort.	NP	NR



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111	Condition 6.1.1	Section 101	A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by, and compliant, with any decision or direction of the electricity ombudsman under the approved scheme.	4	The audit confirmed that Alinta Energy is a member of the Energy and Water Ombudsman WA scheme as noted on the EWOWA website and that Alinta operates in accordance with the scheme. The Customer Complaints procedure includes reference to the EWOWA if a customer is not satisfied with the outcome. From review of the Complaints Register for the audit period, there were 6 complaints in the audit period that have been referred to the Ombudsman and have been resolved in accordance with any directions from the EWOWA. This obligation is listed in the Regulatory Compliance Register.	A	1
114	Condition 6.3.1	Section 11	A licensee must ensure that an electricity marketing agent of the licensee complies with the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> .	4	The Manager WA Retail Regulation confirmed that Alinta does not use external marketing agents	NP	NR
116	Condition 6.4.2	Section 11	A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified.	4	The audit confirmed that Alinta complied with a direction from the ERA to review the Standard Form Contract as part of the licence renewal and this was approved on 14 May 2021. This obligation is listed in the Regulatory Compliance Register.	A	1
117	Condition 6.4.3	Section 11	A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review.	4	The audit confirmed that Alinta complied with a direction from the ERA to review the Standard Form Contract as part of the licence renewal and this was approved on 14 May 2021.	A	1



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					This obligation is listed in the Regulatory Compliance Register.		
118	Condition 6.5.1	Section 11	A licensee can only amend the standard form contract with the ERA's approval.	4	The Standard Form Contract was only amended in May 2021 with the ERA's approval. This obligation is listed in the Regulatory Compliance Register.	A	1
119	Condition 4.3.1	Section 11	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.	4	The audit confirmed by review of the Alinta Energy Annual Reports for 2017/18, 2018/19 and 2019/20 that Alinta complied with the accounting standards. This obligation is listed in the Regulatory Compliance Register.	A	1
120	Condition 5.2.4	Section 11	A licensee must comply with any individual performance standards prescribed by the ERA.	4	The audit confirmed by review of the Licence that there were no individual performance standards prescribed by the ERA.	NP	NR
121	Condition 5.3.2	Section 11	A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit.	4	The previous Performance Audit report (November 2018) was accepted by the ERA. This audit will also comply with the ERA's requirements. This obligation is listed in the Regulatory Compliance Register.	A	1
122					Not applicable to Retail Licence		
123	Condition 4.4.1	Section 11	In the manner prescribed, a licensee must notify the ERA, if it is under external administration or if there is a significant change in the circumstances that the licence was	4	As noted in the ERA's published decision on Alinta Sales' licence renewal application, Alinta Sales provided audited financial reports for the past three financial years for its parent company Alinta Energy Pty Ltd and a written declaration from	A	1



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			granted which may affect the licensee's ability to meet its obligations.		Alinta Sales' director that it has, and will retain, the financial resources to continue to undertake the activities authorised by the licence. This obligation is listed in the Regulatory Compliance Register		
124	Condition 4.5.1	Section 11	A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.	4	The audit sighted the annual Compliance and Performance reports provided to the ERA for 2017/18, 2018/19 and 2019/20 and confirmed they were provided in the form required and by the due dates. The obligations, due dates and responsibility are listed in the Regulatory Obligations Register.	A	1
125	Conditions 3.8.1 and 3.8.2	Section 11	A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.	4	The audit confirmed that the Annual Performance Reports for 2017/18, 2018/19 and 2019/20 have been published on the Alinta website as directed by the ERA. This obligation is listed in the Regulatory Compliance Register	A	1
126	Condition 3.7.1	Section 11	All notices must be in writing, unless otherwise specified.	4	The Manager WA Retail Regulation confirmed that all correspondence between the ERA and Alinta is via email or mail.	NP	1
Code of Conduct for the Supply of Electricity to Small-Use Customers 2018							
Marketing							
129	Condition 6.3.1 <i>Applicable until April 2020)</i>	Code of Conduct Clause 2.1	A retailer must ensure that its electricity marketing agents comply with Part 2 of the Code of Conduct.	4	The Business Sales Manager advised that Alinta does not use electricity marketing agents.	NP	NR



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130	Condition 6.3.1	Code of Conduct Clause 2.2(1)	A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.2(1).	4	As per obligation 100, the Standard Form Contract applies to any out of contract customers, or customers who wish to remain on a month to month rate which is known as the Continuing Supply Tariff and not be locked in due to changes in their business. The audit confirmed that customers are provided with a copy of the Standard Form Contract. This obligation is documented in the Supply Agreements (April 2018) procedure.	A	1
131	Condition 6.3.1	Code of Conduct Clause 2.2(1)	Subject to subclause 2.2(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 2.2(2) no later than on, or with, the customer's first bill.	4	The audit confirmed the required information is provided to small use customers as part of the Small Use Electricity Supply Agreement, contract terms and conditions and the Electricity Customer Service Charter which are attached in the email sent to the customer when the contract has been signed. This obligation is documented in the Supply Agreements (April 2018) procedure.	A	1
132	Condition 6.3.1	Code of Conduct Clause 2.3(1)	A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.3(1).	4	Through review of relevant documentation, it was noted that Alinta ensure that they record the date that the Non-Standard Form Contract was entered into. Alinta also obtain verifiable consent from their customers that a contract has been entered into before the contract can progress, and a record of the customers verifiable consent is saved to their customer file. Alinta provide a copy of the contract and the relevant terms and conditions to a customer, at no charge, at the time the contract is entered into. In	A	1



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					<p>the event that the non-standard form contract was entered into over the telephone, a copy of the contract will be provided as soon as possible, but not more than 5 business days after contract was entered into. Therefore, complying with the requirements of the obligation. .</p> <p>This obligation is documented in the Action New Connection Request procedure and the Action Churn In Request procedure.</p>		
133	Condition 6.3.1	Code of Conduct Clause 2.3(2)	A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract.	3	<p>From review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract. A system generated email attaches the appropriate documentation in accordance with Clause 2.3(2) of the Code, including the non-standard contract.</p> <p>As recommended in the previous audit, the non-standard contract was updated to include within the contract, the cooling off period of 10 business days. As this was completed in February 2019, this is a minor non-compliance for part of the audit period. As this recommendation has been implemented, no further recommendation is made.</p> <p>This obligation is documented in the Supply Agreements (April 2018) procedure and the non-standard contract.</p>	A	2
135	Condition 6.3.1	Code of Conduct Clause 2.3(5)	Subject to subclause 2.3(3), a retailer or electricity marketing agent must obtain the customer's verifiable consent that the specified information	4	<p>From review of documentation, the audit confirmed that the customers' consent was obtained to confirm the required information has been given in the introductory pack. The customer consent is checked prior to processing the contract.</p>	A	1



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			in subclause 2.3(2) and 2.3(4), as applicable, has been provided.		This obligation is documented in the Business Account Consultant Script – Small Use Electricity Acquisition Voice Signature procedure, Supply Agreements (April 2018) procedure and the non-standard contract.		
136	Condition 6.3.1	Code of Conduct Clause 2.4(1)	A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed.	4	The audit confirmed with Manager WA Retail Regulation that Alinta does not supply residential customers.	NP	NR
137	Condition 6.3.1	Code of Conduct Clause 2.4(2)	A retailer or electricity marketing agent must provide contact details, including a telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business hours for the purposes of enquiries, verifications and complaints.	4	The contact details of Alinta are published on the website, and in the Electricity Customer Service Charter and contract provided to the customer. The audit confirmed that customers were able to contact Alinta during normal business hours of 9am to 5pm weekdays. There is also a 24-hour emergency number to Western Power that was available during the audit period. The information is documented in the Supply Agreements (April 2018) procedure and the non-standard contract (and standard contract).	A	1
138	Condition 6.3.1	Code of Conduct Clause 2.5(1)	A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 2.5(1).	4	The Sales Operations Manager confirmed that the specified contact numbers would be provided upon request from a customer. There were no requests from customers for the complaints telephone number in the audit period. The information is documented in the Supply Agreements (April 2018) procedure and the non-standard contract (and standard contract).	A	NR



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139	Condition 6.3.1	Code of Conduct Clause 2.5(2)	A retailer or electricity marketing agent who meets with a customer face to face must: <ul style="list-style-type: none"> wear a clearly visible and legible identity card showing the information specified in subclause 2.5(2)(a); and provide the written information specified in subclause 2.5(2)(b) as soon as practicable following a request by the customer. 	4	The Business Sales Manager confirmed there have been some visits to premises for the purposes of marketing in the audit period. If there was any contact at the Perth Office, the employee would have an identity card. The audit confirmed that Accounts Managers have marketing IDs and business cards which they carry with them at all times, including visits to premises. The requirements for identification and the information to be provided in writing are included in the staff training programme.	A	1
140	Condition 6.3.1	Code of Conduct Clause 2.6	A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clearly visible signs indicating that canvassing is not permitted at the premises, or no advertising is to be left at the premises.	4	The obligation for employees to comply with any clearly visible signs that indicate that canvassing is not permitted, or that no advertising material is to be left at the premises is included and made apparent to Alinta employees upon conducting this training. The Business Sales Manager confirmed that employees complied with any signs at a persons' premises were complied with. There were no complaints received in the audit period. The requirements for identification are included in the staff training programme.	A	1
141	Condition 6.3.1	Code of Conduct Clause 2.9	An electricity marketing agent must keep a record of complaints from customers or persons who are contacted by, or on behalf of, the electricity marketing agent for the purposes of marketing; and provide the electricity ombudsman	4	The Manager WA Retail Regulation confirmed they have not used any electricity marketing agents in the audit period.	NP	NR



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			with all of the information that it has relating to a complaint, within 28 days of receiving a request for that information.				
142	Condition 6.3.1	Code of Conduct Clause 2.10	An electricity marketing agent must keep a record, or other information, required under the Code for at least 2 years after the last time that a customer or person was contacted by, or on behalf of, the electricity marketing agent, or after receipt of the last contact from, or on behalf of, the electricity marketing agent, whichever is later.	4	The Manager WA Retail Regulation confirmed they have not used any electricity marketing agents in the audit period.	NP	NR
Connection							
143	Condition 6.3.1	Code of Conduct Clause 3.1(1)	If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.	4	The audit confirmed that customer requests for electricity supply are forwarded to the distributor, Western Power, There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. The process is documented in the Action New Connection Request and the Action Churn In Request procedure.	A	1
144	Condition 6.3.1	Code of Conduct Clause 3.1(2)	Unless the customer agrees otherwise, a retailer must forward the customer's request for the Connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is	4	There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. The previous audit noted a minor non-compliance re clarifying the specific requirements re connection and reconnection timeframes in the procedures.	A	1



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			received after 3pm or on a weekend or public holiday.		The process is documented in the Action New Connection Request and the Action Churn In Request procedure.		
Billing							
145	Condition 6.3.1	Code of Conduct Clause 4.1	A retailer must issue a bill no more than once a month and at least once every 3 months, except for the circumstances specified in subclause 4.1.	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days. Customer's with multiple sites/meters will still receive only one bill, despite meter reading data (possibly) being received several times each month. Review a sample of bills over the audit period confirmed compliance. The audit also sighted an example of a shortened billing cycle statement at the request of a customer. The control is that bills are reviewed prior to issue as per the " Submit Billing Extract Report for Review". The billing process is documented in the Gentrack 4 – Billing Overview.	A	1
146	Condition 6.3.1	Code of Conduct Clause 4.2(1)	For the purposes of subclause 4.1(a)(ii), a retailer has given a customer notice if, prior to placing a customer on a shortened billing cycle, the retailer advises the customer of the information specified in subclause 4.2(1).	4	The Manager Business Support confirmed there were no instances of customers being placed on a shortened billing other than at their request.	NP	NR



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147	Condition 6.3.1	Code of Conduct Clause 4.2(2)	If a residential customer informs a retailer that the customer is experiencing payment difficulties or financial hardship and the customer is assessed as experiencing payment difficulties or financial hardship, the retailer must not place that customer on a shortened billing cycle without that customer's verifiable consent.	4	The audit confirmed with Manager WA Retail Regulation that Alinta does not supply residential customers. The control is the Residential Customer Financial Hardship Policy.	A	NR
148	Condition 6.3.1	Code of Conduct Clause 4.2(3)	A retailer must give a customer written notice of a decision to shorten the customer's billing cycle within 10 business days of making the decision.	4	As per obligation 146.	NP	NR
149	Condition 6.3.1	Code of Conduct Clause 4.2(4)	A retailer must ensure that a shortened billing cycle is for a period of at least 10 business days.	4	Review a sample of bills over the audit period confirmed compliance. The audit also sighted an example of a shortened billing cycle statement at the request of a customer. The billing cycle was more than 10 business days. The control is that bills are reviewed prior to issue as per the " Submit Billing Extract Report for Review". The billing process is documented in the Gentrack 4 – Billing Overview.	A	1
150	Condition 6.3.1	Code of Conduct Clause 4.2(5)	On request, a retailer must return a customer who is subject to a shortened billing cycle to the billing cycle that previously applied if the customer has paid 3 consecutive bills by the due date.	4	As per obligation 146.	NP	NR



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151	Condition 6.3.1	Code of Conduct Clause 4.2(6)	A retailer must inform a customer, who is subject to a shortened billing cycle, at least every 3 months about the conditions upon which the customer can be returned to the previous billing cycle.	4	As per obligation 146.	NP	NR
152	Condition 6.3.1	Code of Conduct Clause 4.3(1)	Notwithstanding clause 4.1, on receipt of a request by a customer, a retailer may provide the customer with a bill that reflects a bill-smoothing arrangement with respect to any 12-month period.	4	The Manager Business Support confirmed that no customer requests for a bill smoothing arrangement were received over the audit period.	NP	NR
153	Condition 6.3.1	Code of Conduct Clause 4.3(2)	If a retailer provides a customer with a bill under a bill-smoothing arrangement, the retailer must ensure that the conditions specified in subclause 4.3(2) are met.	4	As per obligation 152.	NP	NR
154	Condition 6.3.1	Code of Conduct Clause 4.4	A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address.	4	The billing address requirement is satisfied. The audit confirmed by review of a sample of bills that bills are sent to the supply address, PO box nominated or email address. This obligation is documented in the contract Terms and Conditions.	A	1
155	Condition 6.3.1	Code of Conduct Clause 4.5(1)	A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.	3	Review of a sample of bills confirmed the minimum information has been provided. As there are no residential customers, Alinta does not offer any concessions and there is no statement regarding concessions available on the customer's bill. The previous audit recommended that Alinta update the non-standard contract terms and	A	2



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					<p>conditions to reflect the correct Code of Conduct clause references it wishes to obtain consent from customers to not include information on its bills.</p> <p>The audit confirmed the Non-Standard Contract has been amended to refer to the correct Code of Conduct clauses. As this was a minor non-compliance in this audit period and the recommendation has been implemented, no further recommendation is made.</p> <p>The prescribed information is documented Electricity Customer Service Charter, including concessions if there were any residential customers..</p>		
156	Condition 6.3.1	Code of Conduct Clause 4.5(3)	If a retailer identifies and wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with, or on the customer's next bill.	4	<p>The audit confirmed from review of a sample of invoices that customers with historical debt are advised of this on each bill. The required information is part of the standard billing templates.</p> <p>This obligation is documented in the contact Terms and Conditions.</p>	A	1
157	Condition 6.3.1	Code of Conduct Clause 4.6	<p>Subject to clauses 4.3 and 4.8, a retailer must base a customer's bill on the following:</p> <ul style="list-style-type: none"> the distributor's or metering agent's reading of the meter at the customer's supply address; customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b the); or if the connection point is a Type 7 connection point, the procedure is 	4	<p>The audit confirmed by review of the electricity billing templates and a sample of bills, that they include the required information on the meter reading or reference to any estimated billings based on estimated meter readings provided by Western Power.</p> <p>This is an automated process based on the data extracted from the WP data file and the flag on an account/billing.</p>	A	1



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			set out in the metrology procedure or Metering Code, or as set out in any applicable law.				
158	Condition 6.3.1	Code of Conduct Clause 4.7	Other than in respect of a Type 7 connection, a retailer must use its best endeavours to ensure that the meter reading data is obtained as frequently as required to prepare its bills.	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days. Automated meters provide ongoing meter readings which are provided by Western Power. This obligation is documented in the Electricity Customer Service Charter (applicable to small use customers).	A	1
159	Condition 6.3.1	Code of Conduct Clause 4.8(1)	If a retailer is unable to reasonably base a bill on a reading of the meter, a retailer must give the customer an estimated bill.	4	The audit confirmed by review of the electricity billing templates and a sample of bills, that they include reference to any estimated billings based on estimated meter readings provided by Western Power. This obligation is documented in the Electricity Customer Service Charter (applicable to small use customers). The previous audit noted a minor non-compliance re billing processes and templates need to be updated to accurately reflect obligations for actual versus estimated meter readings. The audit confirmed the billing template has been updated in November 2019 to include reference to an estimated consumption.	A	1



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160	Condition 6.3.1	Code of Conduct Clause 4.8(2)	In circumstances where a customer's bill is estimated, a retailer must clearly specify on the customer's bill the information required under subclause 4.8(2).	3	<p>The audit confirmed by review of the electricity billing template and a sample of bills, that they include reference to any estimated billings based on estimated meter readings provided by Western Power.</p> <p>The previous audit recommended that Alinta liaises with Gentrack to ensure the estimated bill flag is correctly populating on the Fuji Xerox field. The audit confirmed that Alinta has updated the billing template, as when invoices are based on estimated metering data, customers are advised to contact Alinta for reason of the estimation or to request a verification or meter reading. This was completed in November 2019. As this has been resolved in the audit period and affected only a small number of customers, it is noted as a minor non-compliance in this audit period.</p> <p>This obligation is stated in the Electricity Customer Service Charter.</p>	A	2
161	Condition 6.3.1	Code of Conduct Clause 4.8(3)	On request, a retailer must inform a customer of the basis and the reason for the estimation.	4	<p>The audit noted that the process is that a customer contacts either the Sales or Billing Team for information. Providing the information is available to Alinta on the WPP, the reason for estimation can be provided to the customer. Western Power is not required to update the information frequently, so if there is no reason given in the WPP, the Billing team will calculate the estimation based on previous bills. This is generally communicated to the Account Manager, who will liaise with the customer. This has not occurred during the audit period..</p>	A	1



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					This obligation is stated in the Electricity Customer Service Charter and on the bills that include an estimated meter reading.		
162	Condition 6.3.1	Code of Conduct Clause 4.9	In accordance with clause 4.19, if a retailer gives a customer an estimated bill and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading.	4	As Western Power replaces estimated meter readings with actuals, Alinta reflects this on customer bills with the necessary adjustments. This obligation is stated in the Electricity Customer Service Charter.	A	1
163	Condition 6.3.1	Code of Conduct Clause 4.10	If a customer satisfies the requirements specified in subclause 4.10, a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading.	4	As per obligation 162.	A	1
164	Condition 6.3.1	Code of Conduct Clause 4.11(1)	If a customer requests the meter to be tested, and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so.	4	When a customer requests the meter to be tested they contact the Account Manager. The order is placed in B2B by the Billing team. The order is automatically updated in the WPP and a technician is sent to complete the work within the timeframe in Schedule 2 of the Service Level Agreement (SLA) held between Western Power and Alinta. The cost is determined by the SLA, and is dependent on the type of test required and the locale of the customer. This obligation is included in the contract terms and conditions (Standard Form Contract and Non-Standard Form Contract).	A	1



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165	Condition 6.3.1	Code of Conduct Clause 4.11(2)	If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.	4	The audit noted from the Billing Team that there were instances of meter defects being reported and estimated bills being issued in the audit period. If the meter is found to be defective, the meter testing charge is refunded. This obligation is included in the contract terms and conditions (Standard Form Contract and Non-Standard Form Contract).	A	1
166	Condition 6.3.1	Code of Conduct Clause 4.12(1)	If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff and demonstrates to the retailer that they satisfy the conditions of eligibility, a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions.	4	The audit confirmed that Alinta does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract and in the Non-Standard Form Contract.	NP	NR
167	Condition 6.3.1	Code of Conduct Clause 4.13	If a customer's electricity use changes, and the customer is no longer eligible to continue to receive an existing more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff.	4	Through process review, the audit noted that Alinta does not change their contracted fees. If a customer does not meet their contracted electricity usage, they will be charged a shortfall fee as explained in their contract. As Alinta cannot change their contracted fees, this has not occurred during the audit period.	NP	NR
168	Condition 6.3.1	Code of Conduct Clause 4.14(1)	If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request.	4	The audit confirmed from review of a sample of final bills, that final bills are issued in accordance with the customers' request. The audit sighted a sample of final bills. This is documented in the contract terms and conditions .	A	1



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169	Condition 6.3.1	Code of Conduct Clause 4.14(2)	Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time.	4	<p>From process review, the audit confirmed that if a customer's account is in credit at the time of closure, the customer can specify the method of receiving the credit. If a customer does not specify how they want to receive the credit and they reconnect with Alinta at a later date, the credit is automatically rolled over to the new account. The credit will be actioned as requested by the customer, within 12 business days or other time agreed with the customer. There have been instances in the audit period.</p> <p>If an account is closed with an outstanding debt and credit present, the customer does not have the option to receive the credit as a cheque or bank transfer. The credit will be offset against the debt.</p> <p>The customer will be informed by a member of the Credits and Payments team of the credit offset and will receive a written notice via their preferred billing method (email or posted letter).</p>	NP	1
170	Condition 6.3.1	Code of Conduct Clause 4.14(3)	If a customer's account is in credit at the time of account closure and the customer owes a debt to a retailer, the retailer may use that credit to offset the debt owed to the retailer by giving the customer written notice. If any amount remains after the set off, the retailer must ask the customer for instructions to transfer the remaining amount in accordance with subclause 4.14(2).	4	As per obligation 169.	NP	NR



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171	Condition 6.3.1	Code of Conduct Clause 4.15	<p>A retailer must review a customer's bill on request by the customer, subject to the customer paying:</p> <ul style="list-style-type: none"> that portion of the bill under review that the customer and a retailer agree is not in dispute; or an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute) and any future bills that are properly due. 	4	<p>The Business Sales Manager confirmed that bill reviews for small use customers have been completed when requested. The audit reviewed a sample of bill reviews and confirmed they were actioned.</p> <p>This procedure is documented in the contract terms and conditions.</p>	A	1
172	Condition 6.3.1	Code of Conduct Clause 4.16(1)(a)	<p>If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the unpaid amount.</p> <p>The retailer must advise the customer that the customer may request for a meter test in accordance with the applicable law; and also the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</p>	3	<p>The Business Sales Manager confirmed that bill reviews for small use customers have been completed when requested. The audit reviewed a sample of bill reviews and confirmed they were advised re a meter test where applicable to the matter and/or the Alinta complaints process and the Ombudsman.</p> <p>The right of a customer to obtain a meter test/dispute resolution is covered under the contract, including both internal and external complaint handling details.</p> <p>The audit confirmed that Alinta has addressed the previous audit recommendation and have included in the PROMAPP, the work instructions outlining that a customer must be advised of meter testing and internal and external complaints handling operations. As this recommendation has been implemented, no further recommendation is made.</p>	A	1



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173	Condition 6.3.1	Code of Conduct Clause 4.16(1)(b)	If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18.	4	<p>The audit reviewed a sample of customer complaints requiring bill review and confirmed that where the bill was incorrect, an adjustment was made.</p> <p>This procedure is documented in the contract terms and conditions and the Complaints procedures.</p>	A	1
174	Condition 6.3.1	Code of Conduct Clause 4.16(2)	A retailer must inform a customer of the outcome of the review of a bill as soon as practicable.	4	<p>The audit reviewed a sample of customer complaints requiring bill review and confirmed that the customer was informed of the outcome as soon as practicable.</p> <p>This procedure is documented in the contract terms and conditions. The complaints compliance and reporting is documented in the Retail Complaints Reporting Framework (WA) (August 2019).</p>	A	1
175	Condition 6.3.1	Code of Conduct Clause 4.16(3)	If a retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must provide the customer with notification of the status of the review as soon as practicable.	4	<p>The audit confirmed that complaints are recorded and tracked in the CRM system.</p> <p>The required timeframes are stated in the complaints information on the Alinta website, as follows: <i>"We'll acknowledge your enquiry or written complaint within 2 business days of receiving it. And we'll do our best to get back to you via your preferred contact method with an answer or solution within 7 business days. If we need more time, we'll be in touch to tell you when you can expect to hear from us. We'll also confirm how frequently you'd like to be updated. Once you've received our answer or solution, please let us know within 10 business days if you're not</i></p>	A	1



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					<p><i>satisfied with it. If we don't hear back from you by then, we'll assume you're satisfied with the outcome.</i></p> <p>The previous audit noted a minor non-compliance re need to develop a more robust Complaint Register process that ensures dates are maintained and checked as part of an internal audit process. The complaints compliance and reporting is documented in the Retail Complaints Reporting Framework (WA) (August 2019).</p>		
176	Condition 6.3.1	Code of Conduct Clause 4.17(2)	If a retailer proposes to recover an amount undercharged as a result of an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), a retailer must do so in the manner specified.	4	<p>If a customer has been undercharged on their bill, they will be contacted by a member of the Billing team once the discovery is made. The customer can decide how they wish to have the bill reissued, or if they prefer an adjustment on their next bill.</p> <p>The audit reviewed a sample of customer undercharges and confirmed the correcting payment was in accordance with the requirements. This procedure is documented in the contract terms and conditions.</p>	A	1
176A	Condition 6.3.1 <i>Applicable until April 2020)</i>	Code of Conduct Clause 4.17(3)	A retailer may charge a customer interest on the undercharged amount or require the customer to pay a late fee, if the conditions in clause 4.17(3) are met.	4	<p>The audit confirmed that interest is not charged to small use customers, but is at the discretion of the Account Manager reviewing individual customers. This did not occur during the audit period.</p> <p>This procedure is documented in the contract terms and conditions.</p>	A	NR
177	Condition 6.3.1	Code of Conduct Clause 4.18(2)	If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect or default for which a retailer or distributor is responsible	4	<p>If a customer has been overcharged on their bill, they will be contacted by a member of the Billing team once the discovery is made. The customer can decide the payment method or refund or if they prefer an adjustment on their next bill.</p>	A	1



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			(including where a meter has been found to be defective), the retailer must: <ul style="list-style-type: none"> • use its best endeavours to inform the customer within 10 business days of the retailer becoming aware of the error, defect, or default; and • subject to subclauses 4.18(6) and 4.18(7), ask the customer for instructions for the credit or repayment of the amount. 		The audit reviewed a sample of customer overcharges and confirmed the correcting adjustment was in accordance with the requirements. This procedure is documented in the contract terms and conditions.		
178	Condition 6.3.1	Code of Conduct Clause 4.18(3)	A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	As per obligation 177.	A	1
179	Condition 6.3.1	Code of Conduct Clause 4.18(4)	If instructions regarding repayment of an overcharged bill are not received within 5 business days of a retailer making the request, a retailer must use reasonable endeavours to credit the amount overcharged to a customer's account.	4	When a customer is contacted regarding a credit, they will be notified multiple times by their dedicated Account Manager within the 5 business days. The audit confirmed that if instructions are not received within 5 business days of Alinta's request, they will credit the amount overcharged to the customer's account. This procedure is documented in the contract terms and conditions.	A	1
180	Condition 6.3.1	Code of Conduct Clause 4.18(6)	Where the amount overcharged is less than \$100, a retailer may proceed to deal with the matter as outlined in subclause 4.18(6).	4	If a customer has been overcharged on their bill, regardless of the amount, they will be contacted by a member of the Billing team once the discovery is made. The customer can decide the payment method or refund or if they prefer an adjustment on their next bill. The audit reviewed a sample of customer overcharges and confirmed the correcting	A	1



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					adjustment was in accordance with the requirements. This procedure is documented in the contract terms and conditions.		
181	Condition 6.3.1	Code of Conduct Clause 4.18(7)	A retailer may, by giving the customer written notice, use an amount overcharged to set off a debt owed to the retailer, provided that the customer is not a residential customer experiencing payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with the amount of credit in accordance with subclauses 4.18(2) or 4.18(6), as applicable.	4	As per obligation 180. The previous audit recommended that management should also have in place monitoring process to ensure customer is given written notice if an amount overcharged is used to set off a debt owed to the retailer, unless it is in relation to a customer experiencing payment difficulties or financial hardship. The audit confirmed that Alinta has addressed the previous audit recommendation and the process has now been mapped in PROMAPP. As this recommendation has been implemented, no further recommendation is made.	A	1
182	Condition 6.3.1	Code of Conduct Clause 4.19(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 comply with the requirements specified in subclause 4.19(1).	4	The audit confirmed that recovery of undercharged amounts during the audit period is compliant with this obligation. This procedure is documented in the contract terms and conditions.	A	1
183	Condition 6.3.1	Code of Conduct Clause 4.19(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:	4	As Western Power replaces estimated meter readings with actuals, Alinta reflects this on customer bills with the necessary adjustments. The adjustment process is the same as the customer refund process noted in obligation 177, 178 and 181.	A	1



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			<ul style="list-style-type: none"> use its best endeavours to inform the customer within 10 business days; and subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount. 		This procedure is documented in the contract terms and conditions.		
184	Condition 6.3.1	Code of Conduct Clause 4.19(3)	If a retailer receives instructions under subclause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	As Western Power replaces estimated meter readings with actuals, Alinta reflects this on customer bills with the necessary adjustments. The adjustment process is the same as the customer refund process noted in obligation 177, 178 and 181.	A	1
185	Condition 6.3.1	Code of Conduct Clause 4.19(4)	If a retailer does not receive instructions under subclause 4.19(2), within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.	4	When a customer is contacted regarding a credit, they will be notified multiple times by their dedicated Account Manager within the 5 business days. The audit confirmed that if instructions are not received within 5 business days of Alinta's request, they will credit the amount overcharged to the customer's account. This procedure is documented in the contract terms and conditions.	A	1
186	Condition 6.3.1	Code of Conduct Clause 4.19(7)	A retailer may, after notifying the customer in writing, use an amount of an adjustment to set off that customer's debt owed to the retailer, provided that the customer is not a residential customer in payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with that amount in accordance with subclause 4.19(2) or,	4	As per obligation 185.	A	1



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			if the amount is less than \$100, subclause 4.19(5).				
Payment							
187	Condition 6.3.1	Code of Conduct Clause 5.1	The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.	3	<p>The audit confirmed by review of a sample of bills that the due date on the bill is at least 12 business days from the date issued (all bills have a due date of 14 days). The audit noted an exception in November 2019 when 20 bills were issued late, with the due date on the bill only 9 business days from the dispatch date instead of the minimum required 12 business days due to a system outage.</p> <p>As the bills were adjusted and there is a buffer in place on follow-up which does not commence until at least 5 days after the bill was due, this was a minor non-compliance.</p> <p>This obligation is documented in the contract terms and conditions.</p> <p>The control is that bills are reviewed prior to issue as per the “ Submit Billing Extract Report for Review”. The billing process is documented in the Gentrack 4 – Billing Overview.</p>	A	2
188	Condition 6.3.1	Code of Conduct Clause 5.2	Unless otherwise agreed with a customer, a retailer must offer the customer at least the payment methods prescribed in clause 5.2.	4	<p>Through review of Alinta’s website and a sample of bills issued, the audit confirmed that payment options available to customers include:</p> <ul style="list-style-type: none"> • In person at a payment outlet located within the Local Government District of the customers supply address; • by mail in the form of cheque; • Online by BPay or Credit Card; and 	A	1



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					<ul style="list-style-type: none"> Telephone by means of credit card or debit card. As there are no residential customers, the Centrepay option is not applicable. This obligation is documented in the Electricity Customer Service Charter and the individual bills.		
189	Condition 6.3.1	Code of Conduct Clause 5.3	Prior to commencing a direct debit facility, a retailer must obtain a customer's verifiable consent and agree with the customer the date of commencement of the facility and the frequency of the direct debits.	4	The Manager WA Retail Regulation confirmed that Alinta did not offer payment by direct debit in the audit period. This is also not included in the payment methods stated in the Electricity Customer Service Charter.	NP	NR
190	Condition 6.3.1	Code of Conduct Clause 5.4	Upon request, a retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. Subject to clause 6.9, and unless otherwise agreed with a customer, the minimum amount for an advance payment that a retailer will accept is \$20.	4	The audit confirmed no customers have requested Alinta to receive payments in advance over the audit period.	NP	NR
191	Condition 6.3.1	Code of Conduct Clause 5.5	If, due to illness or absence, a residential customer is unable to pay by way of the methods described in clause 5.2, a retailer must offer to redirect the customer's bill to a third person at no charge.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR
192	Condition 6.3.1	Code of Conduct Clause 5.6(1)	A retailer must not charge a residential customer a late payment fee in the circumstances specified in subclause 5.6(1).	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR



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193	Condition 6.3.1	Code of Conduct Clause 5.6(2)	If a retailer has charged a late payment fee in the circumstances set out in subclause 5.6(1) (c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR
194	Condition 6.3.1	Code of Conduct Clause 5.6(3)	A retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR
195	Condition 6.3.1	Code of Conduct Clause 5.6(4)	A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR
196	Condition 6.3.1	Code of Conduct Clause 5.6(5)	If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to this customer's last bill prior to the assessment being made.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR
197	Condition 6.3.1	Code of Conduct Clause 5.7(1)	A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 5.7(1).	4	The audit confirmed that as soon as a customer advises Alinta, the Sales team are notified that the customer is vacating the address, they will place an order with the Billing team to finalise the account. Meter readings from the day of vacating the premises, up until midnight, are used to calculate the final bill. Once the account is finalised, no further bills can be generated.	NP	1



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					There were no instances of Alinta requiring a customer to pay for electricity after being notified of vacating their supply address.		
198	Condition 6.3.1	Code of Conduct Clause 5.7(2)	If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer.	4	The audit confirmed that when a customer informs the Sales team of the eviction, they need to provide reasonable evidence of this to close the account. Alinta will not require a customer to pay for usage beyond the period of notice if the customer is forced to vacate the supply address and the customer notifies Alinta. There were no instances of customers being evicted or required to vacate a supply address over the audit period.	NP	NR
199	Condition 6.3.1	Code of Conduct Clause 5.7(4)	Notwithstanding subclauses 5.7(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 5.7(4).	4	The audit noted that any or all payments for consumption are only recoverable from the commencement of the contract. Once a contract is established in Gentrack by the Sales Team, the system does not permit an amount to be billed to the previous customer of the same supply address. It has been confirmed that this has not occurred during the audit period. The Electricity Customer Service Charter requires at least 5 days prior notice from a customer vacating the supply address so that the meter can be read and a final account issued. This also protects new customers.	A	1



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200	Condition 6.3.1	Code of Conduct Clause 5.8(1)	A retailer must not commence proceedings to recover a debt from a residential customer who has informed the retailer in accordance with clause 6.1(1) that they are 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 while a residential customer continues to make payments under an alternative arrangement.	4	This obligation did not apply in the audit period as there were no residential customers.	NP	NR
201	Condition 6.3.1	Code of Conduct Clause 5.8(2)	A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.	4	The audit noted that after the account is closed, bills can no longer be generated for customers at the new supply address. After the new customer takes over the supply address, and Alinta is notified of the change in address, they will attempt to contact the previous owners to retrieve the debt. The supply address and NMI is changed to the new customer, and all debt is left on the previous account. As all debt is linked to the old account and not the supply address, the B2B system cannot generate new bills with the outstanding amount. As this is an automated process, sample testing could not be completed due to system constraints. The control is that this is an automated process.	A	1
201A	Condition 6.3.1	Code of Conduct Clause 5.8(3)	A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, providing the retailer obtains the other	4	The audit confirmed that debts can be transferred, although it is not a common occurrence, each customer will be handled on a case by case basis by the Credits and Payments Manager.	NP	1



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			customer's verifiable consent to the transfer.				
Payment Difficulties and Financial Hardship							
202	Condition 6.3.1	Code of Conduct Clause 6.1(1)	If a residential customer informs a retailer that the residential customer is experiencing payment problems, a retailer must assess whether the residential customer is experiencing payment difficulties or financial hardship within 5 business days; or, if the retailer cannot make the assessment within 5 business days, refer that customer to a relevant consumer representative to make the assessment.	4	This obligation did not apply in the audit period as there were no residential customers. There is a Hardship Policy available on the Alinta website that complies with this obligation and would apply to any residential electricity customers.	NP	NR
203	Condition 6.3.1	Code of Conduct Clause 6.1(3)	When undertaking an assessment under subclause 6.1(1)(a), a retailer must give reasonable consideration to the information prescribed in subclause 6.1(3)(a), or advice prescribed in subclause 6.1(3)(b), unless a retailer adopts an assessment from a relevant consumer representative.	4	As per obligation 202.	NP	NR
204	Condition 6.3.1	Code of Conduct Clause 6.1(4)	Upon request, a retailer must advise a residential customer of the details and outcome of an assessment carried out under subclause 6.1(1).	4	As per obligation 202.	NP	NR



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205	Condition 6.3.1	Code of Conduct Clause 6.2(1)	If a residential customer is referred to a relevant consumer representative under subclause 6.1(1)(b), a retailer must grant a temporary suspension of actions for that customer.	4	As per obligation 202.	NP	NR
206	Condition 6.3.1	Code of Conduct Clause 6.2(2)	A retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions if the customer informs the retailer about payment problems under clause 6.1 and the customer demonstrates that an appointment with a relevant consumer representative has been made.	4	As per obligation 202.	NP	NR
207	Condition 6.3.1	Code of Conduct Clause 6.2(3)	A retailer must allow a temporary suspension of actions for a period of at least 15 business days.	4	As per obligation 202.	NP	NR
208	Condition 6.3.1	Code of Conduct Clause 6.2(4)	A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative to allow additional time to assess a residential customer's capacity to pay.	4	As per obligation 202.	NP	NR
209	Condition 6.3.1	Code of Conduct Clause 6.3(1)(a)	If a residential customer is assessed as experiencing payment difficulties, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1), and advise the residential customer that additional	4	As per obligation 202.	NP	NR



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			assistance may be available if the prescribed circumstances apply.				
210	Condition 6.3.1	Code of Conduct Clause 6.3(1)(b)	If a residential customer is assessed as experiencing financial hardship, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1)(b) and assistance in accordance with clauses 6.6 to 6.9.	4	As per obligation 202.	NP	NR
211	Condition 6.3.1	Code of Conduct Clause 6.4(1)(a)	If a residential customer is experiencing payment difficulties or financial hardship, a retailer must offer the residential customer additional time to pay a bill.	4	As per obligation 202.	NP	NR
212	Condition 6.3.1	Code of Conduct Clause 6.4(1)(b)	If a residential customer is experiencing payment difficulties or financial hardship, a retailer must offer the residential customer an interest-free and fee-free instalment plan or other arrangement under which the residential customer is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges), while being permitted to continue consumption.	4	As per obligation 202.	NP	NR
213	Condition 6.3.1	Code of Conduct Clause 6.4(2)	When offering or amending an instalment plan to a residential customer experiencing payment difficulties or financial hardship, a	4	As per obligation 202.	NP	NR



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			retailer must comply with subclause 6.4(2).				
214	Condition 6.3.1	Code of Conduct Clause 6.4(3)	If a residential customer accepts an instalment plan offered by a retailer, the retailer must provide the residential customer with the information specified in subclause 6.4(3)(a) within 5 business days, and notify the residential customer of any amendments to the instalment plan at least 5 business days before they come into effect.	4	As per obligation 202.	NP	NR
215	Condition 6.3.1	Code of Conduct Clause 6.6(1)	A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative, for a reduction of the customer's fees, charges or debt.	4	As per obligation 202.	NP	NR
216	Condition 6.3.1	Code of Conduct Clause 6.6(2)	In giving reasonable consideration under subclause 6.6(1), a retailer should refer to the hardship procedures referred to in subclause 6.10(3).	4	As per obligation 202.	NP	NR
217	Condition 6.3.1	Code of Conduct Clause 6.7	If it is reasonably demonstrated to a retailer that a customer experiencing financial hardship is unable to meet the customer's obligations under a payment arrangement, the retailer must give reasonable consideration to offering the customer an instalment	4	As per obligation 202.	NP	NR



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			plan or revising an existing instalment plan.				
218	Condition 6.3.1	Code of Conduct Clause 6.8	A retailer must advise a customer experiencing financial hardship of the information specified in subclause 6.8(1).	4	As per obligation 202.	NP	NR
219	Condition 6.3.1	Code of Conduct Clause 6.9(1)	A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives, as referred to in subclause 5.4(3).	4	As per obligation 202.	NP	NR
220	Condition 6.3.1	Code of Conduct Clause 6.10(1)	A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer.	4	There is a Hardship Policy available on the Alinta website that complies with this obligation and would apply to any residential electricity customers. The previous audit noted a minor non-compliance re compliance procedures for licence obligations need to be monitored more closely. E.g. timeframe for review of Hardship Policy. This obligation is now documented in the Regulatory Compliance Framework Register.	A	1
221	Condition 6.3.1	Code of Conduct Clause 6.10(2)	A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2).	4	As per obligation 220.	A	1



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222	Condition 6.3.1	Code of Conduct Clause 6.10(3)	A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 6.10(3).	4	As per obligation 220.	A	1
223	Condition 6.3.1	Code of Conduct Clause 6.10(4)	If requested, a retailer must give residential customers and relevant consumer representatives a copy of the retailer's hardship policy, including by post, at no charge.	4	The audit confirmed that the Hardship Policy is available on the Alinta website and upon request. This is also documented in the Electricity Customer Service Charter.	A	1
225	Condition 6.3.1	Code of Conduct Clause 6.10(6)	If directed by the ERA, a retailer must review its hardship policy and hardship procedures in consultation with relevant consumer representatives and submit the results of that review to the ERA within 5 business days after it is completed.	4	There was no direction from the ERA during the audit period. This obligation is documented in the Regulatory Compliance Framework Register.	A	NR
226	Condition 6.3.1	Code of Conduct Clause 6.10(7)	A retailer must comply with the ERA's Financial Hardship Policy Guidelines.	4	As per obligation 220.	A	1
227	Condition 6.3.1	Code of Conduct Clause 6.10(8)	If a retailer makes a material amendment to its hardship policy, the retailer must consult with relevant consumer representatives and submit a copy of the retailer's amended hardship policy to the ERA within 5 business days of the amendment.	4	As per obligation 220. There were no amendments during the audit period.	A	NR



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228	Condition 6.3.1	Code of Conduct Clause 6.11	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	4	Alinta has a Financial Hardship Policy and has considered all payment arrangement requests from business customers experiencing payment difficulties during the audit period. There have been a number of requests re payment arrangements due to the COVID-19 pandemic. The procedures are documented in the COVID-19 Communications Matrix.	A	1
Disconnection & Interruption							
229	Condition 6.3.1	Code of Conduct Clause 7.1(1)	Prior to arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c).	3	<p>The audit confirmed reviewed a sample of disconnection notices and confirmed that notice is also given via email communication to the Credits and Payments Manager and the Account Manager to follow-up with the customer.</p> <p>The previous audit noted that Alinta does not always send reminder notices and disconnections notices within the correct timeframe. The audit confirmed that Alinta Energy has addressed the previous audit recommendation and the PROMAPP now includes work instructions to ensure issue of notices within the required timeframe. As this was a minor non-compliance for part of this audit period and the recommendation has been implemented, no further recommendation is made.</p> <p>The obligation is documented in the New Connections and Disconnections procedure and the Action and Raise Disconnection Request procedure.</p>	A	2



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230	Condition 6.3.1	Code of Conduct Clause 7.2(1)	A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 7.2(1).	4	The audit confirmed that orders take 2 business days to process through the B2B and WPP. The Gentrack system tracks all conversations and documentation from customer requests. This obligation is documented in the New Connections and Disconnections procedure and the Action and Raise Disconnection Request procedure.	A	1
231	Condition 6.3.1	Code of Conduct Clause 7.3	In relation to dual fuel contracts, a retailer must not arrange for disconnection of a residential customer's supply address for failure to pay a bill within 15 business days from the date of disconnection of that customer's gas supply.	4	The Manager WA Retail Regulation confirmed that Alinta did not use dual fuel contracts during the audit period.	NP	NR
232	Condition 6.3.1	Code of Conduct Clause 7.4(1)	Unless the conditions specified in subclause 7.4(1) are satisfied, a retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter.	4	The audit confirmed that if a customer denies access to a meter, the reasoning is recorded in Gentrack. Alinta has not disconnected a customer for denying access to a meter. Alinta did not report any disconnections for denying access to the meter during the audit period. This obligation is documented in the New Connections and Disconnections procedure.	A	NR
234	Condition 6.3.1	Code of Conduct Clause 7.6	Subject to subclause 7.6(3), a retailer or distributor must comply with the limitations specified in subclauses 7.6(1)-(2) when arranging for disconnection or disconnecting a customer's supply address.	2	The audit confirmed that a customer's supply address is not to be disconnected until all required communication has been made regarding the cause of disconnection. The previous audit recommended that Alinta develops a Disconnection Procedure to ensure	A	1



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					<p>that the Credit and Billing team are aware of the appropriate procedures to initiate a disconnection of supply, and the conditions that must stand as per the Code of Conduct before this is performed. The Action and Raise Disconnection Request procedure has been documented.</p> <p>The prohibitions on disconnection are documented in the New Connections and Disconnections procedure and the Electricity Customer Service Charter.</p>		
235	Condition 6.3.1	Code of Conduct Clause 7.7(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 comply with subclause 7.7(1).	2	<p>The audit confirmed that the default selection of a non-standard contract details that customer requires life support, unless otherwise indicated on the form. The customer needs to specifically indicate 'No' on the life support applicability to advise Alinta that they do not require life support. If they do require life support they will be contacted to fill out a Life Support Equipment Registration Form. Once complete the customer's contact details will be registered as a life support equipment address on the Alinta Energy Life Support database within Gentrack. The audit also sighted the Life Support on WP Register that listed 22 supply addresses. The primary database is the Gentrack system.</p> <p>The previous audit recommended that Alinta develops a Disconnection Procedure to ensure that the Credit and Billing team are aware of the appropriate procedures to initiate a disconnection of supply, and the conditions that must stand as per the Code of Conduct before this is performed.</p>	A	1



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					The audit sighted the Onboarding New and Managing Existing Life Support Customers procedure. The Action and Raise Disconnection Request procedure includes confirming that the supply address is not a life support registration.		
236	Condition 6.3.1	Code of Conduct Clause 7.7(2)	<p>A retailer must undertake the actions specified in subclauses 7.7(2)(e)-(g), if a customer registered with a retailer under subclause 7.7(1) notifies the retailer:</p> <ul style="list-style-type: none"> that the person requiring life support equipment is changing supply address; that the customer, but not the person requiring life support equipment, is changing supply address; of a change in contact details; or that the address no longer requires registration as life support equipment address. 	1	<p>The audit noted from review of the Life Support on WP Register that there were 22 supply addresses with life support equipment being registered.</p> <p>The previous audit recommended that Alinta develops a Disconnection Procedure to ensure that the Credit and Billing team are aware of the appropriate procedures to initiate a disconnection of supply, and the conditions that must stand as per the Code of Conduct before this is performed. The auditor also recommended that management has in place a stringent process in ensuring details or change of details for a customer requiring life support is promptly updated and updated within the required timeframe so as to not disrupt supply to the life support equipment. The audit confirmed that Alinta has addressed the previous audit recommendation and the process mapping has been updated in the PROMAPP to ensure that changes in customer details are notified to Western Power within the specified timeframes. As this recommendation has been implemented, no further recommendation is made.</p> <p>The Action and Raise Disconnection Request procedure includes confirming that the supply address is not a life support registration.</p>	A	1
237 to 239					Not applicable to Retail Licence		



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240	Condition 6.3.1	Code of Conduct Clause 7.7(6)	A retailer must contact the customer to ascertain whether life support equipment is required or to request re-certification in the timeframe, manner and circumstances specified in subclause 7.7(6).	3	<p>The audit confirmed the life support equipment registration is being maintained in the Gentrack system.</p> <p>The previous audit recommended Alinta utilise the existing file that contains follow-up dates for ascertaining whether life support equipment is required or to request re-certification in the timeframe, manner and circumstance specified in subclause 7.7(6). This will require a delegated member of authority within the Billing Team to hold accountability for updating the local file.</p> <p>The audit confirmed the responsibilities and procedures are documented in the Onboarding New and Managing Existing Life Support Customers procedure and the Action and Raise Disconnection Request procedure.</p>	A	NR
241	Condition 6.3.1	Code of Conduct Clause 7.7(7)	A retailer or a distributor must remove the customers' details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).	4	<p>The audit confirmed that if Alinta becomes aware of the circumstances specified in subclause 7.7(7), (typically through notification from the customer), the Billing team will then change the customer's contact details and supply address as a life support equipment address on the Alinta Energy Life Support database within Gentrack that same day, if the confirmation is received before 3pm on a business day; or no later than the next business day, if the confirmation is received after 3pm or on a Saturday, Sunday or public holiday.</p> <p>Further, the Billing team will populate a csv file with a change to life support customer details and email this through to Western Power that same day, if the confirmation is received before 3pm on a business day; or no later than the next business</p>	A	1



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					day, if the confirmation is received after 3pm or on a Saturday, Sunday or public holiday. The procedures are documented in the Onboarding New and Managing Existing Life Support Customers procedure and the Action and Raise Disconnection Request procedure.		
Reconnection							
242	Condition 6.3.1	Code of Conduct Clause 8.1(1)	A retailer must arrange to reconnect a customer's supply address if the customer remedies their breach, makes a request for reconnection and pays the retailer's reasonable charges (if any) for reconnection, or accepts an offer of an instalment plan for the retailer's reasonable charges.	4	As per Customer Complaints log, there have been no complaints re reconnection after a disconnection in the audit period. There were 30 disconnections due to non-payment in the audit period and all 30 were reconnected within 7 days. The procedure is documented in the Electricity Disconnections and Reconnections Procedure.	A	1
243	Condition 6.3.1	Code of Conduct Clause 8.1(2)	A retailer must forward the request for reconnection to the relevant distributor within the timeframes specified in subclause 8.1(2).	4	There have been no customer complaints related to a late reconnection. There were 30 disconnections due to non-payment in the audit period and all 30 were reconnected within 7 days. This obligation is documented in the Electricity Disconnections and Reconnections Procedure.	A	1
Information & Communication							
272	Condition 6.3.1	Code of Conduct Clause 10.1(1)	A retailer must give notice of any variations in its tariffs, fees and charges, to each of its customers affected by the variation no later than the next bill in the customer's billing cycle.	4	The audit confirmed the tariff is specified in the supply agreement signed by the customer when a new account is opened. This includes publishing any variations in tariffs no later than the next bill.	A	1



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					The audit confirmed this by review of a sample of bills during the audit period. This procedure is documented in the contract terms and conditions. The Electricity Customer Service Charter also states that any changes in tariffs will be advised in writing.		
273	Condition 6.3.1	Code of Conduct Clause 10.1(2)	On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees and charges, including any alternative tariffs that may be available to that customer.	4	From review of the complaints in the audit period, there have been requests for tariff information in the audit period and this information has been provided free of charge by the due dates. Tariff information is specified in the contract terms and conditions and is available free on request.	NP	1
274	Condition 6.3.1	Code of Conduct Clause 10.1(3)	A retailer must give or make available to a customer the information requested on tariffs, fees and charges within 8 business days of the date of receipt and, if requested, provide the information in writing.	4	As per obligation 273.	NP	1
275	Condition 6.3.1	Code of Conduct Clause 10.2(1)	On request, a retailer must provide a non-contestable customer with their billing data.	4	Not Applicable – All Alinta customers are contestable. (i.e.. Customers who consume 50MWh or more of electricity per year and may choose their own retailer.) There is a procedure for Alinta to assess contestability if any doubt, as per the Account Consultant Requesting Contestability with Western Power procedure.	N/A	N/A



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276	Condition 6.3.1	Code of Conduct Clause 10.2(2)	If a non-contestable customer requests billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with a retailer, the retailer must provide the data at no charge.	4	Not Applicable – All Alinta customer are contestable.	N/A	N/A
277	Condition 6.3.1	Code of Conduct Clause 10.2(3)	A retailer must give the requested billing data under subclause 10.2(1) within 10 business days of the receipt of the request, or on payment of the retailer's reasonable charge for providing this data.	4	Not Applicable – All Alinta customers are contestable.	N/A	N/A
278	Condition 6.3.1	Code of Conduct Clause 10.2(4)	A retailer must keep a non-contestable customer's billing data for 7 years.	4	Not Applicable – All Alinta customers are contestable.	N/A	N/A
279	Condition 6.3.1	Code of Conduct Clause 10.3	On request and at no charge, a retailer must provide a residential customer with information on the types of concessions available to the residential customer and the name and contact details of the organisation responsible for administering those concessions (if not the retailer).	4	This obligation did not apply in the audit period as there were no residential customers.	N/A	N/A
280	Condition 6.3.1	Code of Conduct Clause 10.3A	At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the	4	The audit confirmed the information about service payments is included on each monthly statement. This obligation is documented in the Regulatory Compliance Framework Register and the Electricity Customer Service Charter..	A	1



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			amount of the payment and the eligibility criteria for the payment.				
281	Condition 6.3.1	Code of Conduct Clause 10.4	On request and at no charge, a retailer must give, or make available to, a customer general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.	4	The audit confirmed that “Energy Saving Tips for Business” is available on the Alinta website and upon request.	NP	1
282	Condition 6.3.1	Code of Conduct Clause 10.5	If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response.	4	The Business Sales Manager confirmed that information would be given to customers free on request and on the same day of the request. The audit noted there have been instances where the customer has requested information relating to distribution by Western Power, and this has been provided,	NP	1
290	Condition 6.3.1	Code of Conduct Clause 10.9	To the extent practicable, a retailer and distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear, simple, concise language and in a format that is easy to understand.	4	The audit confirmed that the Electricity Customer Service Charter given to the customer and sighted in the audit, is clear, simple and concise and easy to understand. Other information provided to the customer and that is available on the website was reviewed and confirmed as being in a format that makes it easy to understand.	NP	1
291	Condition 6.3.1	Code of Conduct Clause 10.10(1)	On request, a retailer and a distributor must inform a customer how to obtain a copy of the Code of Conduct.	4	The Electricity Customer Service Charter given to the customer and sighted in the audit, advises how customers can obtain a copy of the Code of Conduct. The Code of Conduct is on the Alinta website.	A	1



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292	Condition 6.3.1	Code of Conduct Clause 10.10(2)	A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.	4	<p>The Electricity Customer Service Charter given to the customer and sighted in the audit advises how customers can obtain a copy of the Code of Conduct. However, there is no electronic copy of the Electricity Customer Service Charter or the Code of Conduct available on the Alinta website. Alinta advised this occurred due to an upgrade of the website.</p> <p><u>Recommendation 1/2021</u></p> <p>a) <i>Alinta should provide an electronic copy of the Code of Conduct for the Supply of Electricity to Small-Use Customers on its website (and a copy of the Alinta Electricity Customer Service Charter).</i></p> <p>b) <i>Alinta should ensure that the Code of Conduct is available on the website as stated in the Regulatory Compliance Register after any upgrade of the website or the Code, by documented testing after any upgrade or change.</i></p>	C	3
294	Condition 6.3.1	Code of Conduct Clause 10.11(1)	On request and at no charge, a retailer and a distributor must make services available to a residential customer to assist the residential customer to interpret information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).	4	<p>The audit confirmed the information is available in the Electricity Customer Service Charter and on bills issued.</p> <p>There were no residential customers in the audit period.</p>	A	1



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295	Condition 6.3.1	Code of Conduct Clause 10.11(2)	For residential customers, a retailer and, if appropriate, a distributor, must include the information prescribed in subclause 10.11(2)(a) on its bills and bill-related information, reminder notices and disconnection warnings.	4	The audit confirmed the information is available in the Electricity Customer Service Charter and on bills issued.	A	1
297	Condition 6.3.1	Code of Conduct Clause 10.12(2)	On request, a retailer must advise a customer of the availability of different types of meters or refer the customer to the relevant distributor for a response.	4	No request was received by Alinta during the audit period.	NP	NR
Complaints & Dispute Resolution							
298	Condition 6.3.1	Code of Conduct Clause 12.1(1)	A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	4	The audit confirmed with the Manager WA Retail Regulation and by review of the Feedback, Complaints and Resolution Procedure, that there is an internal process for handling complaints and resolving disputes. Contact details for making internal and external complaints to the energy industry ombudsman are included in the Electricity Customer Service Charter and on bills issued.	A	1
299	Condition 6.3.1	Code of Conduct Clause 12.1(2)	The complaints handling process under subclause 12.1(1) must comply with the requirements specified in subclauses 12.1(2)(a), (b) and (c) and be made available at no cost.	4	In the audit period, there were 15 complaints by small use customers recorded in the complaints data (CRM). All were acknowledged and resolved within 20 business days or shorter periods The complaints handling process is documented in the Feedback, Complaints and Resolution Procedure and complies with AS/NZS 10002:2014. Alinta confirmed that the complaints	A	1



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					<p>handling process is available to customers at no cost.</p> <p>The previous audit noted a minor non-compliance re need to develop a more robust Complaint Register process that ensures dates are maintained and checked as part of an internal audit process. The complaints are monitored for action as per the Feedback, Complaints and Resolution Procedure.</p>		
300	Condition 6.3.1	Code of Conduct Clause 12.1(3)	A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).	4	<p>In the audit period, there were 15 complaints by small use customers recorded in the complaints data (CRM). All were acknowledged and resolved within 20 business days or shorter periods.</p> <p>The previous audit recommended that Alinta amend the Standards Complaints and Dispute Resolution Procedures guide that is available to customers to include information specific to WA, including the Western Australian Energy Ombudsman Contact details.</p> <p>The audit confirmed the Feedback, Complaints and Resolution Procedure includes information specific to WA about the complaints process.</p>	A	1
301	Condition 6.3.1	Code of Conduct Clause 12.1(4)	On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	4	<p>In the audit period, there were 15 complaints by small use customers recorded in the complaints data (CRM). All were acknowledged within 10 business days and resolved within 20 business days or shorter periods.</p>	A	1



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
					The audit confirmed the Feedback, Complaints and Resolution Procedure includes information specific to WA about the complaints process		
302	Condition 6.3.1	Code of Conduct Clause 12.2	A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints.	4	The complaint process defines a complaint as involving dissatisfaction as required by the guidelines and by exception a query is an enquiry not involving dissatisfaction. The previous recommended that Alinta to update the Standard Complaints and Disputes Resolution Procedures guide to distinguish between a query and a complaint as per the ERA Complaints Guidelines. This is included in the procedure. The audit confirmed the Feedback, Complaints and Resolution Procedure includes information specific to WA about the complaints process. The reporting to the RA is also documented in the Retail Complaints Reporting Framework (WA).	A	1
303	Condition 6.3.1	Code of Conduct Clause 12.3	On request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer to utilise the respective complaints handling processes.	4	Alinta did not receive any requests for information that would assist the customer in utilising its complaints handling processes. The complaints process is documented in the Complaints and Disputes Policy available on the website. There is no charge for information. Also, confirmed by interview that any requests for information would be free of charge.	A	NR
304	Condition 6.3.1	Code of Conduct Clause 12.4	When a retailer, distributor or electricity marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to	4	The audit confirmed that the customer would be advised if the complaint related to another entity. There were no complaints relating to another entity received in the audit period.	A	NR



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			be appropriate to deal with the complaint (if known).		There is provision in the Electricity Customer Service Charter re transfer of complaints to another entity as a list of other contacts is provided, including the ERA, Public Utilities Office, Energy Safety and the Energy and Water Ombudsman.		
Reporting							
305	Condition 6.3.1	Code of Conduct Clause 13.1	A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	4	The audit confirmed that the Electricity Performance Reports and Compliance Reports for 2017/18, 2018/19 and 2019/20 were prepared and submitted to the ERA. The obligation is included in the Regulatory Obligations Register with the responsibility and due dates.	A	1
306	Condition 6.3.1	Code of Conduct Clause 13.2	The report specified in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	4	As per obligation 305, all reports during the audit period were provided to the ERA by the due dates. and in the correct format.	A	1
307	Condition 6.3.1	Code of Conduct Clause 13.3	The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if: <ul style="list-style-type: none"> copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and a copy is posted on the retailer or distributor's website. 	4	The Electricity Performance Reports for 2017/18, 2018/19 and 2019/20 were published by the required dates and were available to the public. This obligation is included in the Regulatory Obligations Register.,	A	1



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
Service Standard Payments							
308	Condition 6.3.1	Code of Conduct Clause 14.1(1)	Subject to clause 14.6, a retailer must pay the stated compensation to a customer if the customer is not reconnected in accordance with the timeframes specified in Part 8.	4	The Business Sales Manager confirmed that no compensation payments were made to customers over the audit period. The obligation is documented in the Electricity Customer Service Charter.	NP	NR
310	Condition 6.3.1	Code of Conduct Clause 14.2(1)	Subject to clause 14.6, a retailer must pay the specified compensation to a customer if: <ul style="list-style-type: none"> • it fails to comply with any of the procedures specified in Part 6 or Part 7 prior to arranging for disconnection or disconnecting the customer for failure to pay a bill; or • arranges for disconnection or disconnects the customer for failure to pay a bill in 	4	As per obligation 308.	NP	NR



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
			contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill.				
312	Condition 6.3.1	Code of Conduct Clause 14.3(1)	Subject to clause 14.6, a retailer must pay the customer \$20 if the retailer has failed to acknowledge or respond to a complaint within the timeframes prescribed in subclause 12.1(4).	3	<p>The Business Sales Manager confirmed that no compensation payments were made to customers over the audit period.</p> <p>The previous audit recommended that Alinta re-communicate to the complaints handling team, the requirement for \$20 to be paid to the customer where Alinta fail to acknowledge or respond to a complaint within the required timeframes and ensure that all complaints lodged are tracked and closed out in a timely manner. The audit confirmed the procedures have been re-communicated to the complaints team.</p> <p>The audit confirmed the Electricity Customer Service Charter includes Alinta's obligation to pay the customer \$20 if a written response is not acknowledged, or responded to, within the timeframe prescribed.</p>	NP	NR
315	Condition 6.3.1	Code of Conduct Clause 14.7(1)	A retailer that is required to make a compensation payment for failing to satisfy a service standard under clauses 14.1, 14.2 or 14.3 must do so in the manner specified in subclause 14.7(1).	4	As per obligation 308.	NP	NR
Electricity Industry (Metering) Code 2012							



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
324	Condition 4.1.1	Clause 3.3B	If a user is aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flows or any changes in a customer's or user's circumstances in a metering point that will result in bi-directional flows, the user must notify the network operator within 2 business days.	4	As the network operator and meter data agent, Western Power will know of previously unknown bi-directional flows prior to Alinta. Alinta follow Western Power's process to manage solar connections, which includes submitting an application form to Western Power for each metering point that could be subject to bi-directional flows, prior to these bi-directional flows occurring. For new applications or transfers, any bi-directional flow is noted as a special condition in the contract.	A	1
339	Condition 4.1.1	Clause 3.11(3)	A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	4	As the network operator and meter data agent, Western Power will know of any malfunctioning metering installation before Alinta. If a customer advised Alinta of any disruption to electricity supply they would be given the Western Power contact number to report the disruption. The Sales Operations Manager advised that Alinta are notified of any delays in dispatching NMI file data and gaps in periods of data received and examples were sighted.	NP	NR
371	Condition 4.1.1	Clause 4.4(1)	If there is a discrepancy between energy data held in a metering installation and in the metering database, the affected Code participants and the network operator must liaise to determine the most appropriate way to resolve the discrepancy.	4	The audit concluded that if there is discrepancy between the metering installation and the metering database, Alinta will lodge a query with Western Power via the B2B system. There have been no instances of disagreement during the audit period.	NP	NR



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
372	Condition 4.1.1	Clause 4.5(1)	A Code participant must not knowingly permit the registry to be materially inaccurate.	4	Meter information and readings are checked by Alinta as part of the billing processes. If information or usage appear incorrect compared to historical records, with no known reason, Alinta will contact a customer first to discuss the potential cause, then possibly request Western Power to audit their records.	NP	NR
373	Condition 4.1.1	Clause 4.5(2)	Subject to subclause 5.19(6), if a Code participant, other than a network operator, becomes aware of a change to, or inaccuracy in, an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.	4	No inaccuracies were reported by Alinta associated with standing data in the registry over the audit period.	NP	NR
374 to 387					Not applicable to Retail Licence		
388	Condition 4.1.1	Clause 5.4(2)	A user must, when reasonably requested by a network operator, assist the network operator to comply with the network operator's obligation under subclause 5.4(1).	4	The network operator has not requested the assistance of Alinta with respect to their metering installation during the audit period. Generally, it is Alinta requesting the assistance of Western Power with respect to metering installations.	NP	NR
401	Condition 4.1.1	Clause 5.16	If a user collects or receives energy data from a metering installation then the user must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	4	The network operator, Western Power, collects the energy data.	N/A	N/A



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402	Condition 4.1.1	Clause 5.17(1)	A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	4	Alinta has provided all required standing and energy data to their customers as part of their billing processes during the audit period. The audit reviewed a sample of bills issued to confirm the billing information was provided.	NP	1
405	Condition 4.1.1	Clause 5.18	If a user collects or receives information regarding a change in the energisation status of a metering point, then the user must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	4	The network operator has access to and controls all metering installations. During the audit period, where required, Western Power advised Alinta of changes to the energisation status of customer metering points. Customers did not provide this information to Alinta.	NP	NR
406	Condition 4.1.1	Clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere, and provide that information to the network operator.	4	There have been no requests by the network operator to collect information from customers during the audit period. Alinta relied on Western Power, with respect to all metering installation matters.	NP	NR
407	Condition 4.1.1	Clause 5.19(2)	A user must, to the extent that it is able, collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated.	4	Alinta uses Gentrack to monitor and maintain a record the prescribed information in relation to each connection point.	A	1



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					The recording has been reviewed in the billing sample and is documented in the Action New Connection Request.		
408	Condition 4.1.1	Clause 5.19(3)	Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	4	Changes to customer address or site attributes during the audit period are the responsibility of Western Power. Alinta would not be aware of any changes.	NP	NR
410	Condition 4.1.1	Clause 5.19(6)	The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of standing data by the network operator to the user.	4	As per obligation 408, the metering database is maintained by Western Power. Alinta would not be aware of any changes in attributes resulting from the provision of standing data by WP to the customer. All changes come via the metering database maintained by WP.	NP	NR
416	Condition 4.1.1	Clause 5.21(5)	A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	4	All tests requested by Alinta during the audit period were in compliance with this clause.	NP	1
417	Condition 4.1.1	Clause 5.21(6)	A Code participant must not make a request under subclause 5.21(1) that is inconsistent with any access arrangement or agreement.	4	Test requests made by Alinta over the audit period were done so in compliance with this clause. Subject to the requisite fees being paid, Western Power has not refused any meter test requests.	NP	1



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435	Condition 4.1.1	Clause 5.27	Upon request from a network operator, the current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	4	The network operator did not make any requests for customer attributes during the audit period. Western Power generally has direct access to this already.	NP	NR
448	Condition 4.1.1	Clause 6.1(2)	A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	4	The audit confirmed that Alinta's application of those rules and procedures relevant to its activities are demonstrated in its use of Metering Service Centre web portal, in accordance with the system instructions. This Metering Service Portal interfaces with Gentrack. The system is automated for various billing and transfer processes to prevent non-compliance, but controls are in place that comply with the Metering Code Requirements.	A	1
451	Condition 4.1.1	Clause 7.2(1)	Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice communication in connection with the Code.	4	Alinta communicates with Western Power via telephone, email, post, facsimile, and the web portal (Metering Service Centre web portal). Through testing it was noted that communications on a Business As Usual basis are being undertaken through web portal or via email. During the audit period, no communications were sent or received via fax or post. Both Alinta and Western Power have their nominated contact persons.	A	1
453	Condition 4.1.1	Clause 7.2(4)	If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a	4	There have been no requests for contact details by the network operator during the audit period.	NP	NR



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
			network operator within 3 business days after the request.				
454	Condition 4.1.1	Clause 7.2(5)	A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator under subclause 7.2(4) at least 3 business days before the change takes effect.	4	Alinta's contact details did not change during this audit period.	NP	NR
455	Condition 4.1.1	Clause 7.5	A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	4	The Manager WA Retail Regulation confirmed there have been no breaches of confidentiality during the audit period. All Alinta employees sign confidentiality agreements. Employees are also required to complete online compliance training at inductions and a refresher once a year. In addition, information systems are segregated and password protected so only necessary access to personnel is provided. The restrictions on the disclosure of customer data are documented in the Privacy Policy.	A	1
456	Condition 4.1.1	Clause 7.6(1)	A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	4	The audit confirmed that data relating to a contestable customer is only to provide that customer with a quotation for the supply of electricity by Alinta; or to initiate a transfer of that customer. Confidential information is disclosed on an 'as required' basis by Alinta. The procedure is documented in the Privacy Policy.	A	1



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
457	Condition 4.1.1	Clause 8.1(1)	If any dispute arises between any Code participants, then (subject to subclause 8.2(3)) representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute by negotiations in good faith.	4	The Manager WA Retail Regulation confirmed there have been no disputes with any Code participants during the audit period.	NP	NR
458	Condition 4.1.1	Clause 8.1(2)	If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	4	The Manager WA Retail Regulation confirmed there have been no disputes with any Code participants during the audit period.	NP	NR
459	Condition 4.1.1	Clause 8.1(3)	If the dispute is not resolved within 10 business days after the dispute is referred to senior management negotiations, the disputing parties must refer the dispute to the senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	4	As per obligation 458.	NP	NR
460	Condition 4.1.1	Clause 8.1(4)	If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed	4	As per obligation 458.	NP	NR



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest 5=lowest)	Observations (including any recommended improvements ⁵)	Adequacy of Controls Rating ⁶ A,B = Yes C,D = No	Compliance rating ⁷ 1 = Yes 2,3,4 = No
			record of the resolution and adhere to the resolution.				
461	Condition 4.1.1	Clause 8.3(2)	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1).	4	As per obligation 458.	NP	NR



3.7 Audit Recommendations

Table of Current Audit Non- Compliances and Recommendations

A. Resolved during current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Date Resolved (& management action taken)	Auditor's Comments
5/2018	<p>A2 - Adequate controls/ Non-compliant – Minor Impact</p> <p>Obligation 96</p> <p><i>Electricity Industry (Customer Contracts) Regulations 2005 - Regulation 32</i></p> <p>Non-Standard Contract Cooling Off Period</p> <p>A non-standard contract must include details about the cooling off period specified in the regulation.</p> <p>Based on enquiries and examination of documentation, it was concluded that there are generally adequate controls in place with some improvement needed and there was non-compliance with minor impact on customers or third parties during the audit period.</p> <p>The previous audit recommended that the Legal team should update the non-standard contract to include within the contract the cooling off period for non-standard contracts.</p>	<p><u>February 2019</u></p> <p>Clause 25.1 of the Non-Standard Contract has been amended so that a customer may terminate the contract within the cooling-off period regardless of whether or not the contract was unsolicited.</p>	No further action required.
6/2018	<p>A2 - Adequate controls/ Non-compliant – Minor Impact</p> <p>Obligation 105</p> <p><i>ERA (Licensing Funding) Regulations 2014</i></p> <p>Payment of Fees to ERA</p> <p>A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i>.</p>	<p><u>February 2019</u></p> <p>The obligation to pay fees is now listed in the Regulatory Obligations Register with the due date and person responsible.</p>	No further action required.



A. Resolved during current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Date Resolved (& management action taken)	Auditor's Comments
	<p>The audit reviewed payments to the ERA for the audit period and confirmed that invoices for the annual licence fees, standing charges and other invoices were paid by the due dates of 30 days from invoice date with the exception of the payment for 2018/19 due on 18 June 2018 was paid 2 days late on 20 June 2018.</p> <p>The previous audit recommended that Alinta diarise payment for annual licence fees and standing charges in InControl once calendar alert functionality is implemented to provide automatic alerts to the relevant stakeholders.</p>		
5/2018	<p>A2 - Adequate controls/ Non-compliant – Minor Impact</p> <p>Obligations 133</p> <p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 2.3(2)</i></p> <p>Non-Standard Contract Cooling Off Period</p> <p>A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract.</p> <p>From review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract. A system generated email attaches the appropriate documentation in accordance with Clause 2.3(2) of the Code, including the non-standard contract.</p> <p>The previous audit recommended that the Legal team update the non-standard contract to include within the contract the cooling off period for non-standard contracts.</p>	<p><u>February 2019</u></p> <p>The non-standard contract was updated to include within the contract, the cooling off period of 10 business days. As this was completed in February 2019, this is a minor non-compliance for part of the audit period.</p>	No further action required.
9/2018	<p>A2 - Adequate controls/ Non-compliant – Minor Impact</p> <p>Obligation 155</p> <p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 4.5 (1)</i></p>	<p><u>November 2019</u></p> <p>The audit confirmed the Non-Standard Contract has been amended to refer to the correct Code of Conduct clauses.</p>	No further action required.



A. Resolved during current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Date Resolved (& management action taken)	Auditor's Comments
	<p>Information on Bills</p> <p>A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill unless the customer agrees otherwise.</p> <p>Review of a sample of bills confirmed the minimum information has been provided.</p> <p>As there are no residential customers, Alinta does not offer any concessions and there is no statement regarding concessions available on the customer's bill.</p> <p>The previous audit recommended that Alinta update the non-standard contract terms and conditions to reflect the correct Code of Conduct clause references it wishes to obtain consent from customers to not include information on its bills.</p>		
10/2018	<p>A2 - Adequate controls/ Non-compliant – Minor Impact</p> <p>Obligation 160</p> <p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 4.8(2)</i></p> <p>Estimated Bills</p> <p>In circumstances where a customer's bill is estimated, a retailer must clearly specify on the customer's bill the information required under subclause 4.8(2).</p> <p>The audit confirmed by review of the electricity billing template and a sample of bills, that they include reference to any estimated billings based on estimated meter readings provided by Western Power.</p> <p>The previous audit recommended that Alinta liaises with Gentrack to ensure the estimated bill flag is correctly populating on the Fuji Xerox field. The audit confirmed that Alinta has updated the billing template, as when invoices are based on estimated metering data, customers are advised to contact Alinta for reason of the estimation or to request a verification or meter reading. This was completed in November 2019.</p>	<p><u>November 2019</u></p> <p>The audit confirmed that Alinta has updated the billing template, as when invoices are based on estimated metering data, customers are advised to contact Alinta for reason of the estimation or to request a verification or meter reading.</p>	<p>No further action required.</p>



A. Resolved during current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Date Resolved (& management action taken)	Auditor's Comments
	As this has been resolved in the audit period and affected only a small number of customers, it is noted as a minor non-compliance in this audit period.		
N/A	<p>A2 - Adequate controls/ Non-compliant – Minor Impact</p> <p>Obligation 187</p> <p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 5.1</i></p> <p>Due Date for Payment on Bill</p> <p>The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.</p> <p>The audit confirmed by review of a sample of bills that the due date on the bill is at least 12 days from the date issued (all bills have a due date of 14 days). The audit noted an exception in November 2019 when 20 bills were issued late, with the due date on the bill only 9 business days from the dispatch date instead of the minimum required 12 business days due to a system outage.</p> <p>As the bills were adjusted and there is a buffer in place on follow-up, this was a minor non-compliance.</p>	<p><u>February 2019</u></p> <p>This obligation is documented in the contract terms and conditions.</p> <p>The control is that bills are reviewed prior to issue as per the “ Submit Billing Extract Report for Review”. The billing process is documented in the Gentrack 4 – Billing Overview.</p>	No further action required.
29/2018	<p>A2 - Adequate controls/ Non-compliant – Minor Impact</p> <p>Obligation 229</p> <p><i>Code of Conduct for the Supply of Electricity to Small-Use Customers 2018 - Clause 7.1(1)</i></p> <p>Reminder Notice Prior to Disconnection</p> <p>Prior to arranging for a disconnection of a customer’s supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the</p>	<p><u>September 2019</u></p> <p>The audit confirmed that Alinta Energy has addressed the previous audit recommendation and the PROMAPP now includes work instructions to ensure issue of notices within the required timeframe. As this recommendation has been implemented, no further recommendation is made.</p>	No further action required.



A. Resolved during current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Date Resolved (& management action taken)	Auditor's Comments
	<p>customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c).</p> <p>The audit confirmed that notice is given via email communication, with the Credits and Payments Manager and the Account Manager notified.</p> <p>The previous audit noted that Alinta does not always send reminder notices and disconnections notices within the correct timeframe.</p>		

B. Unresolved at end of current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Auditor's Recommendation	Action taken by the Licensee by end of audit period
1/2021	<p>C3 - Inadequate controls – improvement needed/ Non-compliant – Moderate Impact</p> <p>Obligation 292</p> <p><i>Code of Conduct Clause 10.10(2)</i></p> <p>Code of Conduct on Alinta Website</p> <p>A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.</p> <p>The Electricity Customer Service Charter given to the customer and sighted in the audit advises how customers can obtain a copy of the Code of Conduct. However, there is no electronic copy of the Electricity Customer Service Charter or the Code of Conduct available on the Alinta website. Alinta advised this occurred due to an upgrade of the website.</p>	<p>a) Alinta should provide an electronic copy of the Code of Conduct for the Supply of Electricity to Small-Use Customers on its website (and a copy of the Alinta Electricity Customer Service Charter).</p> <p>b) Alinta should ensure that the Code of Conduct is available on the website as stated in the Regulatory Compliance Register after any upgrade of the website or the Code by documented testing after any upgrade or change.</p>	Nil



Appendix A - Methodology

A1. Audit and Review Approach

Our approach to the Performance Audit is set out below.

Audit Planning

- Contact Alinta Energy to gain an understanding of the business, relevant management plans and systems that may affect the risk assessment for planning purposes.
- Prepare a risk assessment including any specific factors or changes relevant to the licensee (in tabular form against each licence condition).
- Submit a draft **Audit Plan**, including the risk assessment and proposed approach, to Alinta Energy for review and approval.
- Send a **Pre-Visit Checklist** of information and documentation to Alinta Energy to enable staff to prepare for the visit (and where possible, send us information prior to the visit).

Fieldwork

- Undertake a visit to Alinta Energy in Perth and conduct various meetings with key contacts to assess the effectiveness of systems and procedures in place and to compare actual performance against the licence standards.
- Obtain copies of the latest performance reporting statistics and relevant correspondence between the licensee and the ERA for the audit period.
- The audit steps for the **Performance Audit** will include:
 - **analysis of documented procedures** to assess whether they are consistent with regulatory requirements or arrangements under the licence;
 - **review of systems and procedures** to assess whether they reflect compliance obligations and performance standards, including assessing and testing the following:
 - **control environment** – management’s philosophy and operating style, organisational structure, assignment of authority and responsibilities, the use of internal audit, the use of information technology and the skills and experience of the key staff members;
 - **information system** – the appropriateness of the information systems to record the information needed to comply with the licence, accuracy of data, security of data and documentation describing the information system;
 - **control procedures** – the presence of systems and procedures to monitor compliance with the licence or the effectiveness of the asset management system and to detect and correct non-compliance or under-performance;
 - **compliance attitude** - the action taken by the licensee in response to the previous audit/review recommendations, and an assessment of management’s attitude towards compliance; and
 - **outcome compliance** – the actual performance against standards prescribed in the licence throughout the audit period.
- Update the risk assessment with any new information obtained in the course of the audit testing and, in instances of significant non-compliance, assess the licensee’s plan to ensure compliance and recommend any further improvements to achieve compliance.



Audit Reporting

- Prior to the conclusion of the visit, the lead auditor will discuss any observations and recommendations with Alinta Energy management to confirm our understanding of the issues and to discuss the action to be taken.
- Provide a draft report to Alinta Energy for review no later than two weeks before the final report is due and make any revisions necessary.
- Provide the updated draft report to Alinta Energy for review and feedback prior to finalising the report.
- Issue the final report to Alinta Energy for distribution to the ERA.

A2. Key Documents Reviewed

Regulatory Documents and Reports

- Energy Coordination Act 1994
- Electricity Industry Act 2004
- Electricity Industry (Customer Contracts) Regulations 2005
- Electricity Industry (Metering Code) 2012
- Economic Regulation Authority (Licensing Funding) Regulations 2014
- Electricity Industry (Customer Transfer) Code 2016
- Code of Conduct for the Supply of Electricity to Small Use Customers 2018
- Electricity Compliance Reporting Manual (July 2018 and June 2020)
- Electricity Retail Licence Performance Reporting Handbook (April 2019)
- Financial Hardship Policy Guidelines – Electricity and Gas Licences – August 2019
- Customer Complaint Guidelines - December 2016
- Electricity Retail Licence ERL6 (Version 8 and Version 9)
- Electricity Retail Licence ERL6 (Version 8 and Version 9) – Operating Area Map
- Alinta Energy 2018 Electricity Performance Audit Report
- Post Audit Implementation Plan (Jan. 2020 and previous updates from 2019)
- Performance and Compliance Reports to the ERA for 2017/18, 2018/19 and 2019/20 and acknowledgment of receipt
- Information on fees paid to the ERA (amounts and dates paid)
- Application to be a member of the Energy and Water Ombudsman scheme
- Information on fees paid to the Energy and Water Ombudsman Scheme
- Application to be a Member of Australian Energy Market Operator (AEMO)

Alinta Energy

- Alinta Energy website www.alintaenergy.com.au
- Alinta Energy Annual Reports for 2017/18, 2018/19 and 2019/20
- Western Power Network Access Agreement – Amendment 21 December 2017 (and any amendments to May 2021)
- Metering Code Model Service Level Agreement – Western Power Corporation
- Electricity Customer Service Charter (public document/website)
- Standard Complaints and Dispute Resolution Procedures (public document/website)
- Customer Complaints 2018-2021
- Alinta Supply Agreements Procedure
- Alinta ERL6 Standard form contract – small use business and residential.



- Alinta Non-Standard Form Contract (Electricity)
- Various Gentrack operating procedures and scripts
- Regulatory Obligations Register 2020/21
- Retail Regulatory Compliance Framework (WA) and Compliance Register
- Various internal procedures re Accounts, Connections, Billing and Complaints.
- Sample of supply agreements, connections, reconnections, disconnections.
- Sample of billing (statements).

A3. Licensee’s Representatives Participating in the Audit

The licensee’s representatives participating in the audit were:

- Catherine Rousch – Manager WA Retail Regulation
- Brent Graham – General Manager, Commercial & Industrial
- Daniel Pitcher – Regional Manager, Commercial & Industrial (WA)
- Courtney Gray – Business Sales Manager
- Stephanie Salvona – Sales Operations Manager
- Julie Ann Brady – Team Leader, Sales Operations
- Monica Ditric – Business Process Manager
- Mark Bylsma - Solutions Architect
- Kristina Bartulovic - Functional Lead (Billing)

A4. Consultants

NAME AND POSITION	BUDGET HOURS
Geoff White - Director	100
Susan Smith - Manager	50
Peter Nagy - Manager	50
TOTAL	200

END OF REPORT