

# Code of Conduct for the Supply of Electricity to Small Use Customers 2022

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## Code of Conduct for the Supply of Electricity to Small Use Customers 2022

Approved by the Authority under section 79 of the Act.

### Part 1 — Preliminary

#### 1. Citation

This code is the *Code of Conduct for the Supply of Electricity to Small Use Customers 2022*.

#### 2. Commencement

This code comes into operation as follows —

- (a) clauses 1 and 2 — on the day on which this code is published in the *Gazette*;
- (b) the rest of the code — on 1 January 2023.

*[Drafter's note: It is intended to include Part 13 of this instrument in the existing Code of Conduct for the Supply of Electricity to Small Use Customers 2018 before the commencement of the new Code on 1 January 2023. At this stage, the proposal is that the Part will apply to retailers under the existing code 2 months after it is published as an amendment to the current code after consultation on this draft of the code.]*

#### 3. Terms used

In this code —

**accumulation meter** has the meaning given in the Metering Code clause 1.3;

**actual value** has the meaning given in the Metering Code clause 1.3;

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**alternative tariff**, for a customer, means a tariff other than the tariff under which the customer is currently supplied electricity;

**appropriately qualified medical practitioner** means —

- (a) within the Perth metropolitan area —
  - (i) a specialist medical practitioner; or
  - (ii) a hospice doctor; or
  - (iii) a medical practitioner working in a specialist department of a hospital;

or

- (b) otherwise —
  - (i) a specialist medical practitioner; or
  - (ii) a hospice doctor; or
  - (iii) a medical practitioner working in a specialist department of a hospital; or
  - (iv) a doctor or general practitioner who works at a local hospital or rural health service (whether or not on a full-time basis);

**AS**, followed by a designation, refers to an Australian Standard having that designation that is published by Standards Australia;

**AS/NZS**, followed by a designation, refers to an Australian/New Zealand Standard having that designation that is published jointly by Standards Australia and Standards New Zealand;

**attach** has the meaning given in the Obligation to Connect Regulations regulation 2;

**Australian Consumer Law (WA)** has the meaning given in the *Fair Trading Act 2010* section 17(1);

**basic living needs** includes payments for —

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

(e) childcare and school fees; and

(f) clothing; and

(g) medical and dental expenses;

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

**bill issue date** means the date on which a bill is sent by a retailer to a customer;

**business customer** means a customer who is not a residential customer;

**business day** means a day other than a Saturday, a Sunday or a public holiday throughout the State;

**Centrelink** means the Commonwealth agency known as Centrelink;

**Centrepay** means the facility that allows Centrelink customers to have automatic deductions taken from Centrelink payments;

**collective customer** means a customer —

(a) who receives a single bill from the retailer for electricity supplied at 2 or more supply addresses; or

(b) who is supplied electricity from the same retailer at multiple sites at a single supply address;

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

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

**connect** means to attach by way of a physical link to an electricity network and to energise the link;

**contact** means contact that is —

(a) face to face; or

(b) by telephone; or

**cl. 3**

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- (c) by post or facsimile; or
- (d) by email or other means of electronic communication;

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

**contract** means a standard form contract or a non-standard contract;

**cooling-off period**, in relation to a contract, means the period specified in the contract as the cooling-off period;

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

**customer** means a person —

- (a) to whom electricity is sold for the purpose of consumption; and
- (b) who consumes not more than 160 MWh of electricity per annum;

**customer experiencing financial hardship** means a residential customer who has been assessed by a retailer under clause 40 as experiencing financial hardship;

**de-energise** means the removal of the supply voltage from a meter at a supply address while leaving the supply address attached;

**disconnect** —

- (a) means to de-energise a customer's supply address; but
- (b) does not include de-energising a customer's supply address in the event of an interruption;

**disconnection warning** means a notice in writing issued in accordance with clause 48(1)(c) or clause 51(2)(d);

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

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

**electricity industry ombudsman** means the Energy and Water Ombudsman Western Australia performing the functions of electricity industry ombudsman under a scheme approved under Part 7 of the Act and an agreement under the *Parliamentary Commissioner Act 1971* section 34;

**electricity marketing agent** —

- (a) means a person who acts on behalf of a retailer —
  - (i) for the purpose of obtaining new customers for the retailer; or
  - (ii) in dealings with existing customers in relation to contracts for the supply of electricity by the retailer;

and

- (b) includes a representative, agent or employee of a person referred to in paragraph (a); but
- (c) does not include a customer representative or the Housing Authority;

**emergency** means the actual or imminent occurrence of an event that —

- (a) in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in the State; or
- (b) destroys or damages, or threatens to destroy or damage, any property in the State;

**energise** has the meaning given in the Obligation to Connect Regulations regulation 2;

**energy data** has the meaning given in the Metering Code clause 1.3;

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***family violence*** has the meaning given in the *Restraining Orders Act 1997* section 5A;

***financial hardship***, in relation to a residential customer, means a state of long-term financial disadvantage as a result of which the customer is unable to pay an outstanding amount as required by a retailer without affecting the customer's ability to meet the basic living needs of the customer or a dependant of the customer;

***historical debt*** means an amount outstanding for the supply of electricity by a retailer to a customer's previous supply address or supply addresses;

***Housing Authority*** means the body corporate established under the *Housing Act 1980* section 6;

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

***interval meter*** has the meaning given in the Metering Code clause 1.3;

***life support equipment*** means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme;

***life support equipment address*** means an address registered under Part 11;

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

***meter*** has the meaning given in the Metering Code clause 1.3;

***metering data agent*** has the meaning given in the Metering Code clause 1.3;

***Metering Code*** means the *Electricity Industry (Metering) Code 2012*;

***metrology procedure*** has the meaning given in the Metering Code clause 1.3;

**metropolitan area** means —

- (a) the Perth metropolitan area; and
- (b) the local government district of Mandurah; and
- (c) the local government district of Murray; and
- (d) the townsites, as constituted under the *Land Administration Act 1997* section 26, of —
  - (i) Albany; and
  - (ii) Bunbury; and
  - (iii) Geraldton; and
  - (iv) Kalgoorlie; and
  - (v) Karratha; and
  - (vi) Port Hedland; and
  - (vii) South Hedland;

**National Interpreter Symbol** means the national public information symbol “Interpreter Symbol” (with text) developed by the State of Victoria in partnership with the Commonwealth, State and Territory governments in accordance with AS 2342-1992;

**non-contestable customer** means a customer other than a contestable customer;

**non-standard contract** has the meaning given in section 47 of the Act;

**Obligation to Connect Regulations** means the *Electricity Industry (Obligation to Connect) Regulations 2005*;

**overcharging** —

- (a) includes —
  - (i) the overcharging of a customer that is the result of an error, defect or default for which the retailer or distributor is responsible (including when a meter is found to be defective); and

**cl. 3**

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- (ii) an adjustment that results from the difference between the amount due under an estimated bill and the amount that would have been due if the bill had been based on an actual value determined in accordance with the Metering Code clause 5.4(1A)(b);

but

- (b) does not include an amount charged in accordance with a bill smoothing arrangement;

**payment plan** has the meaning given in clause 4;

**payment problems** includes payment problems relating to a historical debt;

**Perth metropolitan area** means the region described in the *Planning and Development Act 2005* Schedule 3;

**pre-payment meter** means a meter that requires a customer to pay for the supply of electricity before consumption;

**pre-payment meter customer** means a customer who has a pre-payment meter operating at the customer's supply address;

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

**protected period** means —

- (a) a Monday, Tuesday, Wednesday or Thursday after 3 pm; or
- (b) a Friday after 12 noon; or
- (c) a Saturday, a Sunday or a public holiday throughout the State; or
- (d) a business day immediately before a public holiday throughout the State;

**recharge facility** means a facility where a pre-payment meter customer can purchase credit for a pre-payment meter;

**reconnect** means to re-energise the customer's supply address following disconnection;

**re-energise** means to restore the supply voltage to the meter at the supply address;

**regional area** means an area in the State other than the metropolitan area;

**relevant consumer representative** —

- (a) means a person who may reasonably be expected to represent the interests of residential customers who are experiencing payment difficulties or financial hardship; and
- (b) includes financial counsellors;

**relevant standard** —

- (a) in relation to a retailer, has the meaning given in clause 81(1); and
- (b) in relation to a distributor, has the meaning given in clause 81(2);

**reminder notice** has the meaning given in clause 48(1)(a);

**residential customer** means a customer who consumes electricity solely for domestic use;

**residential pre-payment meter customer** means a residential customer who has a pre-payment meter operating at the customer's supply address;

**resolved**, in relation to a complaint, means that —

- (a) a decision or determination has been made by the retailer or distributor (as relevant) with respect to the complaint; and
- (b) in making the decision or determination, the retailer or distributor had regard to the nature and particular circumstances of the complaint, and used all reasonable steps to ensure the best possible approach to addressing the complaint;

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

**cl. 3**

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**standard form contract** has the meaning given in section 47 of the Act;

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

**time band** refers to a period of time within a time of use tariff to which a given tariff rate applies;

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

**undercharging** —

(a) includes —

- (i) the undercharging of a customer that is the result of an error, defect or default for which the retailer or distributor is responsible (including when a meter is found to be defective); and
- (ii) an adjustment that results from the difference between the amount due under an estimated bill and the amount that would have been due if the bill had been based on an actual value determined in accordance with the Metering Code clause 5.4(1A)(b), other than if the adjustment results from the customer denying access to the meter at the supply address for more than 12 months;

but

(b) does not include an amount charged in accordance with a bill smoothing arrangement;

**unsolicited consumer agreement** has the meaning given in the Australian Consumer Law (WA) section 69;

**verifiable confirmation** means confirmation that is given —

- (a) expressly; and
- (b) in writing or orally; and

- (c) by a customer or a nominated person competent to give the confirmation on the customer's behalf;

**verifiable consent** means consent that is given —

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

**vulnerable customer** means a residential customer, or a former residential customer —

- (a) who has advised the retailer that they are affected by family violence; or
- (b) who the retailer has reason to believe is affected by family violence.

Note for this clause:

Other terms used in this code have the same meanings as in the *Electricity Industry Act 2004*. See the *Electricity Industry Act 2004* sections 3 and 78 in particular, and the *Interpretation Act 1984* section 44.

#### 4. **Payment plans**

- (1) For the purposes of this code, a **payment plan** is an interest-free and fee-free plan or other arrangement between a retailer and a residential customer under which the customer is allowed to pay a bill, any arrears or a charge (including a disconnection or reconnection charge) by at least 3 instalments while permitted to continue consumption of electricity.

**cl. 5**

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- (2) In subclause (1), a fee includes any fee or charge associated with the establishment or operation of a payment plan that would not otherwise be payable if the residential customer had not entered into the payment plan.

**5. Provision of information to customers**

- (1) In this clause —  
*designated entity* means —
- (a) a retailer; or
  - (b) a distributor; or
  - (c) an electricity marketing agent.
- (2) If this code requires a designated entity to give or provide information to a customer on request, the designated entity may satisfy this requirement by —
- (a) referring the customer to a retailer's or distributor's website (as the case requires); or
  - (b) providing the information to the customer.
- (3) The designated entity must provide a copy of the information to the customer if the customer requests a copy.
- (4) This clause does not limit any other provision of this code relating to the provision of information.

**6. Variations relating to standard form contracts**

- (1) A retailer and a customer may agree that the following clauses do not apply, or are to be amended in their application, to a standard form contract —
- (a) 18(2);
  - (b) 38(1);
  - (c) 53;
  - (d) 98(1);
  - (e) 98(2).

- (2) An agreement under subclause (1) may be a written or a verbal agreement.

**7. Variations relating to non-standard contracts**

- (1) A retailer and a customer may agree that the following clauses do not apply, or are to be amended in their application, to a non-standard contract —

- (a) 18(2);
- (b) 19;
- (c) 20;
- (d) 21(1) to (6);
- (e) 33;
- (f) 34;
- (g) 35;
- (h) 38;
- (i) 53;
- (j) 98(1);
- (k) 98(2).

- (2) An agreement under subclause (1) may be a written or a verbal agreement.

## **Part 2 — Marketing**

Note for this Part:

This code is not the only compliance obligation in relation to marketing. Other State and Federal laws apply to marketing activities, including the *Fair Trading Act 2010*, the *Spam Act 2003* (Commonwealth), the *Spam Regulations 2004* (Commonwealth), the *Do Not Call Register Act 2006* (Commonwealth), the *Telecommunications (Telemarketing and Research Calls) Industry Standard 2017* (Commonwealth) and the *Privacy Act 1988* (Commonwealth).

### **Division 1 — Obligations for retailers**

#### **8. Retailers must ensure electricity marketing agents comply with Part**

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

### **Division 2 — Contracts and information to be provided to customers**

#### **9. Entering into standard form contract**

- (1) When entering into a standard form contract that is not an unsolicited consumer agreement, the retailer or an electricity marketing agent must —
  - (a) record the date on which the standard form contract was entered into; and
  - (b) give, or make available to the customer at no charge, a copy of the standard form contract —
    - (i) if the standard form contract is entered into by telephone — as soon as possible, but not more than 5 business days, after the standard form contract is entered into; or
    - (ii) otherwise — at the time the standard form contract is entered into.
- (2) Unless subclause (3) applies, if a customer enters into a standard form contract with a retailer, the retailer or an electricity

marketing agent must give the following information to the customer before or at the time of giving the customer's 1<sup>st</sup> bill —

- (a) how the customer may obtain —
    - (i) a copy of this code; and
    - (ii) details of all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;
  - (b) the scope of this code;
  - (c) that retailers and electricity marketing agents must comply with this code;
  - (d) how the retailer may assist if the customer is experiencing problems paying a bill;
  - (e) in the case of a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about their eligibility to receive those concessions;
  - (f) the relevant distributor's 24-hour telephone number for faults and emergencies;
  - (g) in the case of a residential customer —
    - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
    - (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
  - (h) how to make an enquiry of, or complaint to, the retailer;
  - (i) general information on the safe use of electricity.
- (3) A retailer or an electricity marketing agent is not required to give the information set out in subclause (2) to a customer if —
- (a) the retailer or electricity marketing agent has given the information to the customer within the preceding 12 months; or

- (b) the retailer or electricity marketing agent has informed the customer how the customer may obtain the information and the customer has not requested to be given the information.

**10. Entering into non-standard contract**

- (1) When a retailer and a customer enter into a non-standard contract that is not an unsolicited consumer agreement, the retailer or an electricity marketing agent must —
  - (a) obtain and make a record of the customer's verifiable consent to entering into the non-standard contract; and
  - (b) give, or make available to the customer at no charge, a copy of the non-standard contract —
    - (i) if the non-standard contract is entered into by telephone — as soon as possible, but not more than 5 business days, after the non-standard contract is entered into; or
    - (ii) otherwise — at the time the non-standard contract is entered into.
- (2) Before entering into a non-standard contract, the retailer or an electricity marketing agent must give the customer the following information —
  - (a) in the case of a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about their eligibility to receive those concessions;
  - (b) details of any right the customer may have to rescind the contract during the cooling-off period and the charges that may apply if the customer rescinds the contract.
- (3) Unless subclause (4) applies, if a customer enters into a non-standard contract with a retailer, the retailer or an electricity marketing agent must give the following information to the

customer before or at the time of giving the customer's  
1<sup>st</sup> bill —

- (a) how the customer may obtain —
    - (i) a copy of this code; and
    - (ii) details of all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;
  - (b) the scope of this code;
  - (c) that retailers and electricity marketing agents must comply with this code;
  - (d) how the retailer may assist if the customer is experiencing problems paying a bill;
  - (e) the relevant distributor's 24-hour telephone number for faults and emergencies;
  - (f) in the case of a residential customer —
    - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
    - (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
  - (g) how to make an enquiry of, or complaint to, the retailer;
  - (h) general information on the safe use of electricity.
- (4) A retailer or an electricity marketing agent is not required to give the information set out in subclause (3) to a customer if —
- (a) the retailer or electricity marketing agent has given the information to the customer within the preceding 12 months; or
  - (b) the retailer or electricity marketing agent has informed the customer how the customer may obtain the information and the customer has not requested to be given the information.

- (5) Before a non-standard contract is entered into, the Electricity Generation and Retail Corporation or Regional Power Corporation, or an electricity marketing agent acting on behalf of it, must give a customer the following information —
  - (a) that the customer is able to choose the standard form contract offered by the relevant retailer;
  - (b) the difference between the non-standard contract and the standard form contract.
- (6) A retailer or electricity marketing agent must obtain the customer's verifiable confirmation that the information referred to in subclauses (2) and (5) (if applicable) has been given.

### **Division 3 — Marketing conduct**

#### **11. Standards of conduct**

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

#### **12. Contact for purposes of marketing**

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

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

- (3) A retailer or electricity marketing agent must comply with a request under subclause (2)(b) as soon as practicable after it is made by the customer.

**13. Compliance with signs**

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

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

**Division 4 — Miscellaneous**

**14. Compliance with code**

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

Penalty for this subclause:

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

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

Penalty for this subclause:

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

- (3) It is a defence to a prosecution for an offence under subclause (2) if the retailer proves that the retailer used reasonable endeavours to ensure that the electricity marketing agent complied with this code.

**15. Presumption of authority**

- (1) This clause applies to a person who carries out a marketing activity in the name of or for the benefit of —
  - (a) a retailer; or
  - (b) an electricity marketing agent.
- (2) The person is taken, unless the contrary is proved, to have been employed or authorised by the retailer or electricity marketing agent to carry out the marketing activity.

**16. Electricity marketing agent complaints**

An electricity marketing agent must —

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

**17. Records must be kept**

A record or other information that an electricity marketing agent is required to keep under this code must be kept for at least 2 years from the last time that there was contact between the person to whom the record or other information relates and the electricity marketing agent.

## **Part 3 — Connection**

### **18.      Obligation to forward connection application**

- (1) If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for connection to the relevant distributor for the purpose of arranging for the connection of the customer's supply address (if the customer's supply address is not already connected).
- (2) A retailer must forward the customer's request for connection to the relevant distributor —
  - (a) if the request is received before 3 pm on a business day — on that same day; or
  - (b) if the request is received after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — no later than the next business day.

Note for this clause:

The Obligation to Connect Regulations provide regulations in relation to the obligation on a distributor to energise and connect a premises.

## Part 4 — Billing

### Division 1 — Billing cycles

#### 19. Standard billing cycle

- (1) Unless subclause (2) applies, a retailer must issue a bill to a customer at least once every 100 days.
- (2) A retailer may issue a bill that is outside the timeframe under subclause (1) if the retailer —
  - (a) has not received the required energy data from the relevant distributor for the purpose of preparing the bill, despite using its best endeavours to obtain the energy data from the relevant distributor; or
  - (b) is unable to comply with the timeframe due to the actions of the customer in circumstances in which —
    - (i) the customer is supplied with electricity under a deemed contract pursuant to the *Electricity Industry (Customer Contracts) Regulations 2005* regulation 37; and
    - (ii) the bill is the 1<sup>st</sup> bill issued to that customer at that supply address.
- (3) A retailer and a customer may agree to a billing cycle with a regular recurrent period that differs from the customer's standard billing cycle if —
  - (a) the retailer has obtained the customer's verifiable consent to the new billing cycle; and
  - (b) the regular recurrent period of the new billing cycle does not exceed 100 days.

#### 20. Shortened billing cycle

- (1) A retailer must not place a customer on a shortened billing cycle unless subclause (2) or clause 19(3) applies.

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- (2) A retailer may place a customer on a shortened billing cycle if —
- (a) in the case of a residential customer — the customer is not experiencing financial hardship; and
  - (b) the retailer has given the customer a reminder notice for 3 consecutive bills; and
  - (c) before the 3<sup>rd</sup> reminder notice is given to the customer, the retailer has given the customer a notice informing the customer that —
    - (i) receipt of a 3<sup>rd</sup> reminder notice may result in the customer being placed on a shortened billing cycle; and
    - (ii) in the case of a residential customer — assistance is available for residential customers experiencing problems paying their bills; and
    - (iii) the customer may obtain further information from the retailer on a specified telephone number; and
    - (iv) once on a shortened billing cycle, the customer must pay 3 consecutive bills by the due date to return to the customer's former billing cycle.
- (3) The retailer must, within 10 business days after placing the customer on a shortened billing cycle under subclause (2), give the customer notice that —
- (a) the customer has been placed on a shortened billing cycle; and
  - (b) the customer must pay 3 consecutive bills by the due date shown on each bill to return to the customer's former billing cycle; and
  - (c) failure to make a payment may result in arrangements being made for disconnection of the supply of electricity.

- (4) A billing cycle shortened under subclause (2) must be at least 10 business days.
- (5) A retailer must, on request, return a customer who is subject to a shortened billing cycle under subclause (2) and has paid 3 consecutive bills by the due date to the customer's former billing cycle.
- (6) A retailer must inform a customer who is subject to a shortened billing cycle under subclause (2), at least once every 3 months, that if the customer pays 3 consecutive bills by the due date of each bill, the customer will be returned, on request, to the customer's former billing cycle.

### **Division 2 — Contents of a bill**

#### **21. Contents of bills**

- (1) In addition to any information required to be included on a customer's bill under another provision of this code, a retailer must include the information set out in this clause on the customer's bill.
- (2) The bill must include the following information in relation to the particular service —
  - (a) the supply address;
  - (b) the customer's name and account number;
  - (c) a meter identification number (if relevant).
- (3) The bill must include the following information in relation to supply and consumption of electricity —
  - (a) the start and end date of the supply period;
  - (b) the number of days covered by the bill;
  - (c) the customer's consumption, or estimated consumption;
  - (d) if the customer is on a time of use tariff, the customer's consumption or estimated consumption for each time band in the time of use tariff;

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- (e) unless the customer is a collective customer, the average daily consumption.
- (4) The bill must include the following information in relation to amounts due and payments —
  - (a) the amount due;
  - (b) if there is an accumulation meter installed at the supply address — the current meter reading or estimate or, if the customer is on a time of use tariff, the current meter reading or estimate for each time band in the time of use tariff;
  - (c) if there is no meter installed at the supply address — the basis on which the amount due has been calculated;
  - (d) the applicable tariffs;
  - (e) the amount of any arrears or credit standing to the customer's name;
  - (f) the amount of any other fees or charges and details of the service provided in connection with those fees or charges;
  - (g) in the case of a residential customer — a statement that the customer may be eligible to receive concessions and how the customer may find out about eligibility for those concessions;
  - (h) if applicable, the value and type of any concessions provided to the customer that are administered by the retailer;
  - (i) a statement advising the customer that assistance is available if the customer is experiencing problems paying the bill;
  - (j) a telephone number for billing and payment enquiries;
  - (k) if applicable and not included on a separate statement —
    - (i) payments made under a payment plan that has not been completed; and

- (ii) the total amount outstanding under the payment plan;
  - (l) if applicable, a statement that an additional fee may be imposed to cover the costs of late payment from the customer;
  - (m) to the extent that the data is available, a graph or bar chart showing the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year;
  - (n) the average daily cost of consumption, including charges ancillary to the consumption of electricity, unless the customer is a collective customer;
  - (o) the date by which the bill must be paid;
  - (p) a summary of the applicable payment methods.
- (5) If the customer has an export purchase agreement with the retailer, the bill must include the following information —
- (a) if the customer has an accumulation meter installed and an export meter reading has been obtained — the export meter reading;
  - (b) either —
    - (i) if the customer is on a time of use tariff — the amount, or estimated amount, of electricity exported by the customer for each time band in the time of use tariff.; or
    - (ii) in any other case — the amount, or estimated amount, of electricity exported by the customer.
- (6) The bill must include the following ancillary information —
- (a) a telephone number for complaints;
  - (b) the contact details for the electricity industry ombudsman;
  - (c) the relevant distributor's 24-hour telephone number for faults and emergencies.

- (7) Subclause (2)(b) does not apply if the customer is supplied under a deemed contract pursuant to the *Electricity Industry (Customer Contracts) Regulations 2005* regulation 37.
- (8) Subclause (4)(m) does not apply if the bill is —
  - (a) not indicative of a customer’s actual consumption; or
  - (b) not based on a meter reading; or
  - (c) for a collective customer.
- (9) If a retailer wishes to bill a customer for a historical debt, the retailer must give the following information to the customer no later than the next bill in the customer’s billing cycle —
  - (a) the amount of the historical debt;
  - (b) the basis of the historical debt.

### **Division 3 — Basis of bill**

#### **22. Basis of bill**

- (1) A retailer must base a customer’s bill —
  - (a) on energy data provided for the relevant meter at the customer’s supply address provided by the relevant distributor or metering data agent; or
  - (b) if there is no meter installed at the customer’s supply address — on energy data that is calculated in accordance with the metrology procedure, the Metering Code or any other applicable law; or
  - (c) if the customer has entered into a non-standard contract — on any other method agreed between the retailer and the customer.
- (2) A bill will be taken to comply with subclause (1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the retailer and the customer.

- (3) If a retailer is required to comply with subclause (1)(a), the retailer must use its best endeavours to ensure that an actual value is obtained as frequently as required to prepare its bills.
- (4) The retailer must ensure that the customer is provided with a written record of any method agreed between the retailer and the customer under subclause (1)(c).

### **23. Estimations**

- (1) If a retailer has based a bill on an estimation, the retailer must clearly specify on the customer's bill that —
  - (a) the retailer has based the bill on an estimation; and
  - (b) the retailer will provide to the customer on request —
    - (i) the basis of the estimation; and
    - (ii) the reason for the estimation;
  - and
  - (c) the customer may request —
    - (i) a verification of energy data; and
    - (ii) a meter reading.
- (2) A retailer must provide to a customer on request —
  - (a) the basis for the estimation; and
  - (b) the reason for the estimation.
- (3) For the purposes of this clause, a bill is taken to be based on an estimation if —
  - (a) more than 10% of the interval meter readings are estimated interval meter readings; and
  - (b) the actual energy data cannot otherwise be ascertained.

### **24. Replacement of estimation with actual value**

- (1) This clause applies if —
  - (a) a retailer has based a bill on an estimation because a customer failed to provide access to the meter; and

- (b) the customer —
  - (i) subsequently requests the retailer to replace the estimated bill with a bill based on an actual value; and
  - (ii) pays the retailer's reasonable charge for reading the meter (if any); and
  - (iii) provides due access to the meter.
- (2) The retailer must use its best endeavours to replace the estimated bill with a bill based on an actual value.

#### **Division 4 — Alternative tariffs**

#### **25. Customer request for change of tariff**

- (1) A retailer must comply with subclause (2) if the retailer offers alternative tariffs or tariff options and a customer —
  - (a) requests a retailer to transfer from that customer's current tariff to another tariff; and
  - (b) demonstrates to the retailer that the customer satisfies all of the conditions relating to that other tariff and any conditions imposed by the customer's distributor.
- (2) The retailer must transfer the customer to the other tariff referred to in subclause (1)(a) within 10 business days after the customer satisfying the conditions referred to in subclause (1)(b).
- (3) If a customer transfers from 1 tariff type to another under this clause, the effective date of the transfer is —
  - (a) unless paragraph (b) applies — the date on which a meter reading is obtained; or
  - (b) if the transfer requires a change to the meter at the customer's supply address — the date on which the meter change is completed.

**26. Tariff change if former tariff unavailable**

- (1) This clause applies if a customer is no longer eligible to receive a tariff under which the customer is currently supplied electricity at the customer's supply address.
- (2) The retailer must, before changing the customer to another tariff, notify the customer of the proposed change.

**Division 5 — Review of bill and energy data checking**

**27. Review of bill**

- (1) If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill if the customer —
  - (a) requests a review; and
  - (b) if the customer has not already paid the bill, pays the lesser of the following —
    - (i) that portion of the bill under review that the customer and the retailer agree is not in dispute;
    - (ii) an amount equal to the average amount of the customer's bills over the previous 12 months (excluding the bill in dispute).
- (2) If, after conducting a review, a retailer is satisfied that the bill —
  - (a) is correct, the retailer —
    - (i) may require the customer to pay the amount (if any) of the bill that is still outstanding; and
    - (ii) must advise the customer that the customer may request a meter test; and
    - (iii) must advise the customer of the existence and operation of the retailer's standard complaints and dispute resolution procedures and details about making a complaint to the electricity industry ombudsman;

or

- (b) is incorrect, the retailer —
  - (i) must comply with clause 29 or 30, as the case requires; and
  - (ii) may require the customer to pay the amount (if any) of the bill that is still outstanding.
- (3) The retailer must inform a customer of the outcome of the review as soon as practicable after it is completed.
- (4) If a retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review, the retailer must notify the customer of the status of the review as soon as practicable after the expiration of that period.
- (5) The initiation of a review does not remove the requirement for the customer to pay future bills as they fall due.

**28. Energy data checking**

- (1) If a customer, after receiving a bill, requests that the energy data be checked or the meter tested, the retailer must arrange for a check of the energy data or testing of the meter (as the case requires).
- (2) The customer may be required to pay the retailer's reasonable charge for a check or testing under subclause (1).
- (3) If the energy data is checked and found to be incorrect or the meter is tested and found to be defective, the retailer must refund any payment made under subclause (2).

**Division 6 — Undercharging and overcharging**

**29. Undercharging**

- (1) If a retailer proposes to recover an amount that has been undercharged, the retailer must —
  - (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months before the date

on which the retailer notified the customer that undercharging had occurred; and

- (b) notify the customer of the amount to be recovered no later than the next bill after the retailer becomes aware of the undercharging, and provide an explanation of the basis on which the amount was calculated; and
  - (c) unless subclause (2) applies, not charge the customer interest on that amount or require the customer to pay a late payment fee; and
  - (d) in the case of a residential customer — offer the customer time to pay that amount by means of a payment plan in accordance with clause 42 for a period at least equal to the period over which the recoverable undercharging occurred.
- (2) If, after notifying a customer of the amount to be recovered in accordance with subclause (1)(b), the customer has failed to pay the amount to be recovered by the due date and has not entered into a payment plan under subclause (1)(d), a retailer may do either but not both of the following —
- (a) charge the customer interest on that amount from the due date;
  - (b) require the customer to pay a late payment fee.

### **30. Overcharging**

- (1) If a customer (including a customer who has vacated the supply address) has been overcharged, the retailer must use its best endeavours to inform the customer of the overcharge within 10 business days after the retailer becomes aware of the overcharging (being, where there has been an estimation of an amount due, from the time that the retailer becomes aware of the overcharging after a meter reading) and, subject to this clause, ask the customer for instructions as to whether the amount should be credited to —
- (a) the customer's next bill; or

- (b) a bank account nominated by the customer.
- (2) If a retailer receives instructions under subclause (1), the retailer must deal with the amount in accordance with the customer's instructions within 12 business days after receiving the instructions.
- (3) However, if a retailer does not receive instructions under subclause (1) within 5 business days after making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's next bill.
- (4) If a customer has been overcharged by less than \$100, the retailer may credit the amount to the customer's next bill instead of complying with subclause (1).
- (5) No interest is payable on an amount that has been overcharged.
- (6) Despite subclauses (1) to (5), if a customer has been overcharged and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the amount of the overcharge to set off the debt.
- (7) Subclause (6) does not apply if the customer is a residential customer experiencing financial hardship.
- (8) If there remains an amount in credit after a set-off under subclause (6), the retailer must deal with the amount in accordance with subclause (1) or (4) (depending on the amount that remains in credit).

### **Division 7 — Final bill**

#### **31. Request for final bill**

- (1) If a customer requests the retailer to arrange for the preparation and issue of a final bill for the customer's supply address, the retailer must use its best endeavours to arrange for —
  - (a) a meter reading; and

- (b) the preparation and issue of a final bill for the supply address in accordance with the customer's request.
- (2) Unless subclause (4) applies, if the customer's account is in credit at the time of account closure, a retailer must, at the time of the final bill, ask the customer for instructions as to whether the amount of the credit should be transferred to —
  - (a) another account the customer has, or will have, with the retailer; or
  - (b) a bank account nominated by the customer.
- (3) The retailer must, in accordance with the customer's instructions under subclause (2), transfer the amount of the credit within —
  - (a) 12 business days after receiving the instructions; or
  - (b) another period agreed with the customer.
- (4) If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the credit to set off the debt.
- (5) If, after a set-off under subclause (4), there remains an amount of credit, the retailer must deal with the amount in accordance with subclause (2).

### **Division 8 — Providing bills under standard form contracts**

#### **32. Provision of bills**

- (1) A retailer must allow a customer who has entered into a standard form contract to choose to receive bills —
  - (a) by post as paper bills; or
  - (b) by email sent to an email address provided by the customer.

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- (2) Subclause (1) applies despite any other arrangement or agreement that may be in place between the retailer and the customer in relation to paying bills.

Consultation Draft

## Part 5 — Payment

### 33. Payment date

The date by which a bill must be paid must be not earlier than 12 business days from the bill issue date.

### 34. Payment methods

- (1) A retailer must accept payment for a bill in the following ways —
  - (a) in person at 1 or more payment outlets located within the local government district of the customer's supply address;
  - (b) by telephone;
  - (c) by post;
  - (d) for residential customers — by Centrepay;
  - (e) by electronic funds transfer.
- (2) This clause does not limit any other method for the payment of a bill that may be agreed between the retailer and the customer, including the option of payment by direct debit.

### 35. Payment in advance

- (1) Subject to this clause, a retailer must accept payment in advance from a customer.
- (2) A retailer is not required to credit interest to an amount paid in advance.
- (3) The amount of \$20 is the minimum amount for which a retailer is required to accept payment in advance from a customer (although the retailer may accept a lower amount if it thinks fit).
- (4) A retailer may determine an amount (a *maximum credit amount*) that a customer's account may be in credit.
- (5) A maximum credit amount must not be less than \$100.

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- (6) If a retailer determines a maximum credit amount, the retailer must publish the maximum credit amount on its website.
- (7) A retailer is not obliged to accept payment in advance if the customer's account is in credit for more than the maximum credit amount.
- (8) If a customer's account is in credit for more than the maximum credit amount, the retailer may refund any amount in excess of the maximum credit amount to the customer at any time.

**36.      Redirection of bills**

A retailer must redirect a customer's bill to a different address (including to an email address or a different email address) on the customer's request and at no charge.

**37.      Late payment fee**

- (1) A retailer must not charge a residential customer a late payment fee if —
  - (a) the customer receives a concession, unless the customer has received 2 or more reminder notices within the previous 12 months; or
  - (b) the customer and the retailer have agreed to —
    - (i) a payment extension under Part 6, and the customer pays the bill by the new due date; or
    - (ii) a payment plan under Part 6, and the customer is making payments in accordance with the payment plan;
  - or
  - (c) subject to subclause (2), the customer has made a complaint directly related to the non-payment of the bill to the retailer or the electricity industry ombudsman and —
    - (i) if the complaint has been made to the retailer — the complaint has not been resolved by the

- retailer, or the complaint has been resolved by the retailer in favour of the customer; or
- (ii) if the complaint has been made to the electricity industry ombudsman — the complaint has not been determined, or has been upheld by the electricity industry ombudsman;
- or
- (d) the customer is a customer experiencing financial hardship.
- (2) If a retailer has charged a late payment fee in the circumstances set out in subclause (1)(c)(ii) because the retailer was not aware of the complaint, the retailer does not contravene subclause (1)(c)(ii) but must refund the late payment fee on the customer's next bill (unless a fee is payable under subclause (3)).
- (3) If a complaint referred to in subclause (1)(c) is not resolved in favour of the customer, any late payment fee must be calculated from the date of the retailer's or the electricity industry ombudsman's decision (as the case may be).
- (4) If a retailer has charged a residential customer a late payment fee, the retailer must not charge an additional late payment fee in relation to the same bill within 5 business days after the day on which the customer receives the previous late payment fee notice.
- (5) 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 12-month period.
- (6) If a residential customer has been assessed as a customer experiencing financial hardship, a retailer must retrospectively waive any late payment fee charged under the customer's last bill before the assessment was made.

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**38.        Vacating supply address**

- (1) Except as set out in this clause, if a customer gives notice and vacates the supply address within the time specified in the notice, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from —
  - (a) if the customer gave at least 5 days' notice — the date on which the customer vacated the supply address; or
  - (b) in any other case — 5 days after the customer gave notice.
- (2) If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate the supply address, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date on which the customer gave the retailer notice.
- (3) For the purposes of subclauses (1) and (2), notice is given if a customer —
  - (a) informs a retailer of the date on which the customer intends to vacate, or has vacated, the supply address; and
  - (b) gives the retailer a forwarding address (which may be an email address) to which a final bill may be sent.
- (4) Despite subclauses (1) and (2) —
  - (a) if the retailer and a new customer enter into a contract for the supply address, the retailer must not require the previous customer to pay for electricity consumed at the supply address from the date on which the contract with the new customer becomes effective; and
  - (b) if a new retailer becomes responsible for the supply of electricity to the supply address, the previous retailer must not require the customer to pay for electricity consumed at the supply address from the date on which the new retailer becomes responsible.

- (5) Despite subclauses (1), (2) and (4), a retailer's right to payment does not terminate in relation to any amount that was due up until the termination of the contract.

**39. Debt collection**

- (1) A retailer must not commence proceedings for recovery of a debt —
- (a) from a residential customer who has informed the retailer in accordance with clause 40 that the customer is experiencing payment problems, unless and until the retailer has complied with all the requirements of clause 40 and (if applicable) clause 41(3); and
  - (b) while a residential customer continues to make payments under an alternative payment arrangement under Part 6.
- (2) A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than a customer with whom the retailer has or had entered into a contract for the supply of electricity to that customer's supply address.
- (3) If a customer with a debt owing to a retailer requests the retailer to transfer the debt to another customer, the retailer may transfer the debt to the other customer if the retailer obtains the other customer's verifiable consent to the transfer.

## **Part 6 — Payment assistance**

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

#### **40. Assessment**

- (1) Unless subclause (2) or (5) applies, if a residential customer informs a retailer that the customer is experiencing payment problems, the retailer must, within 5 business days, assess whether the customer is experiencing financial hardship.
- (2) If a residential customer provides a retailer with an assessment from a relevant consumer representative the retailer may adopt that assessment as its own assessment for the purposes of subclause (1).
- (3) When undertaking the assessment required by subclause (1) the retailer must give reasonable consideration to —
  - (a) information —
    - (i) given by the residential customer; and
    - (ii) requested or held by the retailer; or
  - (b) advice given by a relevant consumer representative (if any).
- (4) A retailer must, on request, advise a residential customer of the outcome of an assessment, including the reasons for the outcome of the assessment, under subclause (1).
- (5) A retailer is not required to undertake an assessment under subclause (1) if the retailer has previously undertaken an assessment in relation to the customer unless the customer has indicated that there has been a change in their circumstances since that previous assessment.

**Division 2 — Payment assistance**

**41. Payment assistance**

- (1) Subject to this Division, a retailer must make the following available to residential customers —
  - (a) additional time to pay a bill;
  - (b) a payment plan for the amount owing.
- (2) However, a customer is only entitled to select one option under subclause (1) once per bill.
- (3) A retailer must offer a residential customer who has been assessed as experiencing financial hardship at least the following (without the need for the customer to make a request) —
  - (a) a payment plan;
  - (b) assistance in accordance with clauses 44 and 45.

**42. Payment plans**

- (1) A retailer must ensure that a payment plan for a residential customer is fair and reasonable, taking into account —
  - (a) information about the customer’s capacity to pay; and
  - (b) the amount of any arrears payable by the customer to date.
- (2) A retailer must, in relation to a residential customer for whom a payment plan is being considered, offer the customer assistance to manage their bills for ongoing consumption during the period of the payment plan.

Examples for this subclause:

A retailer may offer to assist a residential customer:

- (a) by estimating the customer’s consumption over the period of the plan and building this into any repayment schedule at the start of the plan; or
- (b) by giving consideration to rolling new bills into the plan as time progresses.

- (3) If a residential customer has, in the previous 12 months, had 2 payment plans cancelled due to non-payment, a retailer is not required to offer the customer another payment plan under this Division unless the retailer is satisfied that the customer will comply with the payment plan.
- (4) For the purposes of subclause (3), cancellation does not include the variation of a payment plan under clause 43.
- (5) If a residential customer accepts a payment plan, the retailer must, within 5 business days after the customer accepting the payment plan, provide the customer with information in writing that specifies —
  - (a) the terms of the payment plan, including the number of payments, the amount of each payment, the duration of payments and how the payments are calculated; and
  - (b) the consequences of not complying with the payment plan; and
  - (c) the importance of making contact with the retailer to ask for further assistance if the customer cannot comply with, or continue to comply with, the payment plan terms.
- (6) However, the retailer is not required to comply with subclause (5) if the retailer has provided to the customer the information referred to in that subclause within the preceding 12 months.

**43. Variation of payment plans**

- (1) A retailer must review a payment plan at the request of the customer.
- (2) A retailer is not required to undertake a review under subclause (1) on more than 2 occasions in any 12-month period (but may do so at any time if the retailer thinks fit).

- (3) The retailer must offer to vary a payment plan if a review under subclause (1) indicates that the customer is unable to meet obligations under the payment plan.
- (4) The retailer must, within 5 business days after the customer accepts an offer to vary the payment plan, provide the customer with information that clearly explains, and assists the customer to understand, the variation.
- (5) The retailer must not vary a payment plan without the customer's agreement.
- (6) An agreement under subclause (5) must relate to the particular variation rather than under a general agreement to future variations.
- (7) Nothing in this clause prevents a retailer from cancelling a payment plan if the customer has failed to meet the requirements of the payment plan.

**Division 3 — Additional assistance available to residential  
customers experiencing financial hardship**

**44. Reduction of fees, charges or debt**

- (1) A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative for the customer, for a reduction of the customer's fees, charges or debt.
- (2) In acting under subclause (1), a retailer should take into account its hardship policies and procedures under clause 46.

**45. Provision of information**

A retailer must advise a customer experiencing financial hardship of the —

- (a) customer's right to have a bill redirected to a different address (including an email address) at no charge; and
- (b) payment methods available to the customer; and

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- (c) concessions that may be available to the customer and how to access them; and
- (d) different types of tariffs that may be available to the customer; and
- (e) independent financial counselling services and relevant consumer representatives available to assist the customer; and
- (f) availability of any other financial assistance offered by the retailer, and how to access this assistance.

**46. Hardship policy and hardship procedures**

- (1) A retailer must develop, maintain and implement a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer.
- (2) The hardship policy must —
  - (a) include a statement encouraging customers to contact the retailer if they are having trouble paying the retailer's bill; and
  - (b) include a statement advising that the retailer will treat all customers sensitively and respectfully; and
  - (c) include a statement that the retailer may reduce or waive fees, charges or debt; and
  - (d) include an objective set of hardship indicators; and
  - (e) include —
    - (i) an overview of the payment and other assistance available to customers under this Part (other than the retailer's requirement to advise the customer of the ability to pay in advance and the matters referred to in clause 45(a), (b) and (d)); and
    - (ii) a statement that the retailer offers residential customers the right to pay their bill by Centrepay; and

- (iii) a statement that the retailer is able to provide further details on request;
  - and
  - (f) include an overview of any concessions that may be available to the retailer's customers; and
  - (g) include —
    - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
    - (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;
  - and
  - (h) for printed copies of the hardship policy — be available in large-print copies; and
  - (i) include a statement specifying how the retailer will treat information disclosed by the customer to the retailer and information held by the retailer in relation to the customer.
- (3) The hardship procedures must —
- (a) provide for the training of staff (including call centre staff, field officers and all subcontractors employed to engage with customers experiencing financial hardship) about issues related to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship; and
  - (b) include guidance —
    - (i) that assists the retailer in identifying residential customers who are experiencing financial hardship; and
    - (ii) that assists the retailer in determining a residential customer's usage needs and capacity

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- to pay when determining the terms of a payment plan; and
- (iii) about the suspension of disconnection and debt recovery procedures; and
  - (iv) about the reduction or waiver of fees, charges or debt; and
  - (v) about the recovery of debt;
- and
- (c) require that the retailer's credit management staff have a direct telephone number and that the number be provided to relevant consumer representatives;
- (4) A retailer must ensure that its hardship policy and hardship procedures comply with the Authority's *Financial Hardship Policy Guidelines*.
- Note for this subclause:  
The guidelines are those applying at the time that this code is made.
- (5) A retailer must consult with relevant consumer representatives whenever the retailer is —
- (a) developing a hardship policy or hardship procedures; or
  - (b) making a material amendment to its hardship policy.
- (6) A retailer must —
- (a) provide a copy of its hardship policy to the Authority; and
  - (b) provide a copy of the amended policy to the Authority if it makes a material amendment to the policy.
- (7) If directed by the Authority, a retailer must, within a period specified by the Authority —
- (a) review its hardship policy or hardship procedures; and
  - (b) consult with relevant consumer representatives for the purposes of the review; and
  - (c) submit the results of the review to the Authority.

**Division 4 — Business customers experiencing payment  
difficulties**

**47. Alternative payment arrangements**

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

Consultation Draft

## **Part 7 — Disconnection**

### **Division 1 — Conduct in relation to disconnection**

#### **Subdivision 1 — Disconnection for failure to pay bill**

#### **48. General requirements**

- (1) Before arranging for the disconnection of a customer's supply address for failure to pay a bill, a retailer must —
  - (a) not less than 15 business days from the date of dispatch of the bill, give to the customer a written notice (a *reminder notice*) that includes —
    - (i) the retailer's telephone number for billing and payment enquiries; and
    - (ii) how the retailer may assist if the customer is experiencing problems paying the bill;and
  - (b) use its best endeavours to contact the customer to advise of the proposed disconnection; and
  - (c) give the customer a disconnection warning, not less than 20 business days from the date of dispatch of the bill, advising the customer —
    - (i) that the retailer may disconnect the customer with at least 5 business days' notice to the customer; and
    - (ii) of the existence and operation of complaint handling processes, including the existence and operation of the electricity industry ombudsman and the Freecall telephone number of the electricity industry ombudsman.
- (2) For the purposes of subclause (1), a customer has failed to pay a retailer's bill if the customer has not —
  - (a) paid the retailer's bill by the due date; or

- (b) agreed with the retailer to an offer of a payment plan or other payment arrangement to pay the retailer's bill; or
- (c) adhered to the customer's obligation to make payments in accordance with an agreed payment plan or other payment arrangement relating to the payment of the retailer's bill.

**49. Limitations on disconnection for failure to pay bill**

Despite clause 48, a retailer must not arrange for the disconnection of a customer's supply address for failure to pay a bill —

- (a) within 1 business day after the expiry of the period referred to in the disconnection warning; or
  - (b) if the customer is adhering to the customer's obligation to make payments in accordance with an agreed payment plan or other payment arrangement relating to the payment of the retailer's bill; or
  - (c) if —
    - (i) the customer is a residential customer; and
    - (ii) the outstanding amount is less than \$300; and
    - (iii) the customer has agreed with the retailer to pay this amount;
- or
- (d) if the customer has informed the retailer, or the retailer is otherwise aware, that the customer has applied for a concession and a decision on the application has not been made; or
  - (e) if the customer has failed to pay an amount that does not relate to the supply of electricity; or
  - (f) if the bill does not relate to the supply address, other than if the bill relates to a supply address previously occupied by the customer.

**50. Dual fuel contracts**

- (1) This clause applies if a retailer and a residential customer have entered into —
  - (a) a dual fuel contract; or
  - (b) separate contracts for the supply of electricity and the supply of gas, under which —
    - (i) a single bill for energy is issued to the customer; or
    - (ii) separate, simultaneous bills for electricity and gas are issued to the customer.
- (2) The retailer must not arrange for disconnection of the customer's supply address for failure to pay a bill within 15 business days from the date of disconnection of the customer's gas supply.

**Subdivision 2 — Disconnection for denying access to meter**

**51. Disconnection for denying access to meter**

- (1) Subclause (2) applies if, for at least 9 consecutive months, a customer has not provided the retailer or relevant distributor (or a representative of the retailer or relevant distributor) safe access to the customer's supply address for the purposes of reading a meter at the supply address.
- (2) If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address if —
  - (a) the retailer has, on at least 1 occasion, given the customer written notice —
    - (i) giving at least 5 business days' notice of a date on which, or a timeframe during which, the customer is requested to provide safe access to the supply address in order for the retailer or relevant distributor (or a representative) to gain access to a meter; and

- (ii) if appropriate, informing the customer of the availability of alternative meters that are suitable to the customer's supply address; and
  - (iii) advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide safe access to the meter in accordance with the requirements of the notice or by providing reasonable alternative access arrangements;
- and
- (b) the customer has failed to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a); and
  - (c) the retailer has used its best endeavours to contact the customer to advise of the proposed disconnection on account of that failure; and
  - (d) the retailer has given the customer a disconnection warning with at least 5 business days' notice of its intention to arrange for disconnection.
- (3) Subclause (4) applies if a customer has not provided the retailer or relevant distributor (or a representative of the retailer or relevant distributor) safe access to the customer's supply address for the purposes of —
- (a) testing, maintaining, inspecting, altering or replacing a meter at the supply address; or
  - (b) checking the accuracy of the customer's consumption at the supply address.

- (4) If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address if —
- (a) the retailer has, on at least 1 occasion, given the customer written notice —
    - (i) stating the matter giving rise to the potential disconnection of the supply address; and
    - (ii) giving at least 5 business days' notice of a date on which, or a timeframe during which, the customer is requested to provide safe access to the supply address in order for the retailer or relevant distributor (or a representative) to gain access to a meter; and
    - (iii) advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide safe access to the meter in accordance with the requirements of the notice or by providing reasonable alternative access arrangements;
- and
- (b) the customer has failed to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a).

### **Division 2 — Limits on disconnection**

#### **52. General limits on disconnection**

- (1) Unless subclause (3) applies, a retailer must not arrange for the disconnection of a customer's supply address if —
- (a) the customer has made a complaint to the retailer that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the retailer; or

- (b) the retailer has been notified by the relevant distributor, electricity industry ombudsman or an external dispute resolution body that the customer has made a complaint that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the distributor or determined by the electricity industry ombudsman or external dispute resolution body (as the case may be); or
  - (c) the supply address is registered under Part 11 as a life support equipment address.
- (2) Unless subclause (3) applies, a distributor must not disconnect a customer's supply address —
- (a) if —
    - (i) the customer has made a complaint to the distributor that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the distributor; or
    - (ii) the distributor has been notified by a retailer, the electricity industry ombudsman or an external dispute resolution body that the customer has made a complaint that is directly related to the reason for the proposed disconnection and the complaint has not been resolved by the retailer or determined by the electricity industry ombudsman or external dispute resolution body (as the case may be);
  - or
  - (b) if the supply address is registered under Part 11 as a life support equipment address; or
  - (c) during a protected period unless —
    - (i) the customer is a business customer; and
    - (ii) the business customer's normal trading hours fall within a protected period and do not fall within any other period; and

- (iii) it is not practicable for the distributor to disconnect at any other time.
- (3) Subclauses (1) and (2) do not apply if —
  - (a) the disconnection is requested by the customer; or
  - (b) there is a health or safety reason warranting the disconnection; or
  - (c) there is an emergency warranting disconnection; or
  - (d) electricity has been illegally consumed at the supply address.

Consultation Draft

## Part 8 — Reconnection

### 53. Obligation on retailer to arrange reconnection

- (1) This clause applies if —
  - (a) a customer’s supply address has been disconnected by, or at the request of, the retailer; and
  - (b) the customer has —
    - (i) if relevant, rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer; and
    - (ii) made a request for reconnection; and
    - (iii) paid the retailer’s charge for reconnection (if any), or accepted an offer of a payment plan for those charges.
- (2) The retailer must arrange for the customer’s supply address to be reconnected.
- (3) For the purposes of subclause (2), a retailer must forward the customer’s request for reconnection to the relevant distributor —
  - (a) on the same business day, if the request is received before 3 pm on a business day; or
  - (b) no later than 3 pm on the next business day, if the request is received —
    - (i) after 3 pm on a business day, or
    - (ii) on a Saturday, a Sunday or a public holiday throughout the State.
- (4) Alternatively, a retailer may cause the customer’s supply address to be reconnected within the timeframes that apply under clause 54(4)(a) or (b).

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**54. Obligation on distributor to reconnect supply address**

- (1) A distributor must reconnect a supply address if —
  - (a) a retailer has arranged for the disconnection of the customer's supply address; and
  - (b) the retailer has forwarded the customer's request for reconnection to the distributor under clause 53.
- (2) Subclause (3) applies if —
  - (a) a distributor has disconnected a customer's supply address otherwise than at the request of a retailer; and
  - (b) the customer has —
    - (i) if relevant, rectified the matter that led to the disconnection; and
    - (ii) made a request for reconnection; and
    - (iii) paid the distributor's charge for reconnection (if any).
- (3) The distributor must reconnect the customer's supply address.
- (4) For the purposes of subclauses (1) and (3), a distributor must reconnect a customer's supply address —
  - (a) if the supply address is located within the metropolitan area —
    - (i) within 1 business day after receipt of the relevant request, if the request is received before 3 pm on a business day; and
    - (ii) within 2 business days after receipt of the relevant request, if the request is received after 3 pm on a business day or on a Saturday, a Sunday or a public holiday throughout the State;

and

- (b) if the supply address is located within a regional area —
  - (i) within 5 business days after receipt of the relevant request, if the request is received before 3 pm on a business day; and
  - (ii) within 6 business days after receipt of the relevant request, if the request is received after 3 pm on a business day, or on a Saturday, a Sunday or a public holiday throughout the State .
- (5) Subclause (4) does not apply in the case of an emergency.

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## **Part 9 — Pre-payment meters**

### **55. Application**

- (1) The following do not apply to a pre-payment meter customer —
  - (a) Parts 4, 5, 7, 8 and 11;
  - (b) Part 6 (other than clause 46);
  - (c) clause 11 (other than as specified below);
  - (d) clause 72.
- (2) A distributor may only operate a pre-payment meter, and a retailer may only offer a pre-payment meter service, in an area that has been declared by the Minister by notice published in the *Gazette*.

### **56. Operation of pre-payment meter**

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

### **57. Provision of information**

- (1) A retailer must, on request by a residential customer, provide at no charge and in clear, simple and concise language the following information in relation to the use of a pre-payment meter —
  - (a) all applicable tariffs, fees and charges payable by the customer and the basis for the calculation of those charges;

- (b) the tariffs, fees and charges applicable to the pre-payment meter service relative to relevant tariffs, fees and charges that would apply to the customer if no pre-payment meter was operating at the customer's supply address;
  - (c) the retailer's charges, or its best estimate of those charges, to replace the pre-payment meter with a standard meter or to switch the pre-payment meter to a standard meter;
  - (d) how the pre-payment meter is operated;
  - (e) how the customer may recharge the pre-payment meter (including details of cost, location and business hours of recharge facilities);
  - (f) the emergency credit facilities applicable to the pre-payment meter;
  - (g) credit retrieval.
- (2) No later than 10 business days after the time a residential customer enters into a pre-payment meter contract at the customer's supply address, a retailer must give or make available to the customer at no charge —
- (a) the information specified in subclause (1); and
  - (b) a copy of the contract; and
  - (c) information on the availability and scope of this code and the requirement that retailers, distributors and electricity marketing agents comply with this code; and
  - (d) a meter identification number for the meter; and
  - (e) a telephone number for enquiries; and
  - (f) a telephone number for complaints; and
  - (g) the relevant distributor's 24-hour telephone number for faults and emergencies; and
  - (h) confirmation of the supply address and any relevant mailing address; and

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- (i) details of any concessions the customer may be eligible to receive; and
  - (j) the amount of any concessions to be given to the customer; and
  - (k) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
  - (l) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment; and
  - (m) how the retailer may assist in the event the customer is experiencing difficulties paying for their consumption; and
  - (n) how to make an enquiry of, or complaint to, the retailer; and
  - (o) the contact details for the electricity industry ombudsman; and
  - (p) general information on the safe use of electricity; and
  - (q) details of the initial recharge facilities available to the customer; and
  - (r) the date of the expiry of the customer's right to revert to a standard meter at no charge; and
  - (s) the options available to the customer if the customer replaces the pre-payment meter with a standard meter or switches the pre-payment meter to a standard meter.
- (3) A retailer must ensure that the following information is shown on or directly adjacent to a residential customer's pre-payment meter —
- (a) the positive or negative balance of the pre-payment meter within 1 dollar of the actual balance;
  - (b) whether the pre-payment meter is operating on normal credit or emergency credit;
  - (c) a telephone number for enquiries;

- (d) the relevant distributor's 24-hour telephone number for faults and emergencies.
- (4) A retailer must give a pre-payment meter customer on request, at no charge, the following information for the previous 2 years or since the commencement of the pre-payment meter contract (whichever is the shorter), divided into quarterly segments —
  - (a) total energy consumption;
  - (b) average daily consumption;
  - (c) average daily cost of consumption.
- (5) A retailer must, within 10 business days after the change, use reasonable endeavours to notify a pre-payment meter customer in writing if the recharge facilities available to the residential customer change from the initial recharge facilities referred to in subclause (2)(q).
- (6) The information to be provided under this clause, other than the information in subclause (3), may be provided in writing to a pre-payment meter customer at —
  - (a) the customer's supply address; or
  - (b) another address nominated by the customer; or
  - (c) an email address nominated by the customer.

**58. Reversion**

- (1) If a pre-payment meter customer requests the retailer to replace the pre-payment meter with a standard meter, within 1 business day after the request the retailer must arrange with the relevant distributor to replace the pre-payment meter with a standard meter or switch the pre-payment meter to a standard meter.
- (2) A retailer must not require payment of a charge for reversion to a standard meter if a pre-payment meter customer is a residential customer and that customer, or its nominated representative, requests reversion of a pre-payment meter under subclause (1) within 3 months after the later of —
  - (a) the installation of the pre-payment meter; or

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- (b) the date on which the customer entered into the pre-payment meter contract.
- (3) If a pre-payment meter customer requests reversion of a pre-payment meter under subclause (1) after the date calculated in accordance with subclause (2), a retailer may charge the customer a reasonable charge for the reversion.
- (4) However, the retailer's obligations under subclause (1) —
  - (a) if the pre-payment meter customer is a residential pre-payment meter customer — are not conditional on the customer paying the retailer's reasonable charge for reversion to a standard meter (if any); and
  - (b) otherwise — may be made conditional on the pre-payment meter customer paying the retailer's reasonable charge for reversion to a standard meter (if any).
- (5) If a retailer requests a distributor to revert a pre-payment meter under subclause (1), the distributor must revert the pre-payment meter at that supply address —
  - (a) if the supply address is located within the metropolitan area — within 5 business days after receipt of the request; or
  - (b) if the supply address is located within a regional area — within 10 business days after receipt of the request.

**59. Life support equipment**

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

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

**60. Requirements for pre-payment meters**

- (1) A retailer must ensure that a pre-payment meter customer has access to an amount of emergency credit of \$20 outside of normal business hours.

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- (2) The following provisions apply in relation to a retailer's ability to de-energise a pre-payment meter service —
  - (a) if the pre-payment meter has run out of credit (disregarding any emergency credit), the meter may be de-energised during normal business hours;
  - (b) if the pre-payment meter has run out of credit and any emergency credit, the meter may be de-energised at any time;
  - (c) if the meter has been de-energised and the customer makes a payment to their account that results in an amount of credit in excess of emergency credit, the meter must be re-energised.
- (3) A retailer is not required to re-energise a meter if the only credit that the customer has is emergency credit.
- (4) A retailer must ensure that a pre-payment meter service —
  - (a) is capable of providing the following information to the retailer at least once in every month —
    - (i) the number of instances in which a pre-payment meter customer has been disconnected;
    - (ii) the duration of each of those disconnections;and
  - (b) subject to subclauses (2) and (3), recommences supply as soon as information is communicated to the pre-payment meter that a payment to the account has been made.

**61. Recharge facilities**

A retailer must ensure that —

- (a) at least 1 physical recharge facility is located as close as practicable to a pre-payment meter; and
- (b) a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days per week; and

- (c) it uses its best endeavours to ensure that the pre-payment meter customer can access a recharge facility for periods greater than required under paragraph (b); and
- (d) the minimum amount to be credited by a recharge facility does not exceed \$20 per increment.

**62. Concessions**

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

**63. Meter check or test**

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

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- (b) correct any overcharging or undercharging in accordance with clause 65; and
- (c) refund any charges paid by the pre-payment meter customer under this clause for the testing of the pre-payment meter.

**64. Credit retrieval**

If a pre-payment meter customer notifies a retailer of a proposed vacation date, the retailer must ensure that the customer can retrieve all remaining credit at the time the customer vacates the supply address.

**65. Overcharging and undercharging**

- (1) If a pre-payment meter customer (including a pre-payment meter customer who has vacated the supply address) has been overcharged as a result of an act or omission of the retailer or relevant distributor (including as a result of a defective pre-payment meter), the retailer must —
  - (a) use its best endeavours to inform the customer accordingly within 10 business days after the retailer becoming aware of the error; and
  - (b) ask the customer for instructions as to whether the amount should be —
    - (i) credited to the customer's account; or
    - (ii) repaid to the customer.
- (2) If the retailer receives instructions from the customer under subclause (1), the retailer must pay the amount in accordance with the customer's instructions within 12 business days after receiving the instructions.
- (3) If the retailer does not receive instructions from the customer under subclause (1) within 20 business days after making the request for instructions, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.

- (4) If the amount referred to in subclause (1) is less than \$100, the retailer may credit the amount to the customer's account instead of complying with subclause (1).
- (5) No interest is payable on an amount that has been overcharged.
- (6) If a retailer proposes to recover an amount undercharged as a result of an act or omission by the retailer or relevant distributor (including as a result of a defective pre-payment meter), the retailer must —
  - (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months before the date on which the retailer notifies the pre-payment meter customer that undercharging has occurred; and
  - (b) list the amount to be recovered as a separate item in a special bill, together with an explanation of that amount; and
  - (c) not charge the pre-payment meter customer interest on that amount or require the pre-payment meter customer to pay a late payment fee; and
  - (d) offer the pre-payment meter customer time to pay that amount by means of a payment plan covering a period at least equal to the period over which the recoverable undercharging occurred.

**66. Information for customers experiencing payment difficulties**

- (1) This clause applies if —
  - (a) a residential pre-payment meter customer informs a retailer that the customer is experiencing difficulties paying for their consumption; or
  - (b) a retailer identifies that a residential pre-payment meter customer has been disconnected 2 or more times in any 1-month period for longer than 120 minutes on each occasion.

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- (2) The retailer must, as soon as is reasonably practicable, use its best endeavours to provide the following information in writing to the customer —
  - (a) information about the different types of meters available to the customer;
  - (b) information about relevant financial assistance programmes;
  - (c) information about how to contact relevant consumer representatives;
  - (d) information about independent financial and other relevant counselling services.
- (3) The information may be provided by —
  - (a) post addressed to the customer at the customer's supply address, or at another address nominated by the customer; or
  - (b) email at an address nominated by the customer; or
  - (c) personal delivery to the customer.
- (4) However, if subclause (1)(b) applies, the retailer is not required to comply with subclause (2) if the retailer has provided the information referred to in that subclause within the preceding 12 months.
- (5) This clause applies to a retailer despite any obligation under clause 46.

**67. Assistance for customers experiencing payment difficulties**

- (1) This clause applies if a residential pre-payment meter customer, or a relevant consumer representative acting on behalf of a residential pre-payment meter customer —
  - (a) informs a retailer that the customer is experiencing difficulties paying for the customer's consumption; and
  - (b) requests that the pre-payment meter be replaced by a standard meter.

- (2) The retailer must give reasonable consideration to waiving any fee payable to replace the pre-payment meter with a standard meter.

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## **Part 10 — Information and communication**

### **Division 1 — Obligations for retailers**

#### **68. Provision of general information to customers**

- (1) A retailer must publish on its website —
  - (a) the following information about concessions —
    - (i) the type of concessions available to customers;
    - (ii) the name and contact details of the organisation responsible for administering those concessions (if the retailer is not responsible for doing this);and
  - (b) the following information about energy efficiency —
    - (i) cost-effective and efficient ways to utilise electricity;
    - (ii) the typical running costs of major domestic electrical appliances;and
  - (c) the retailer's hardship policy; and
  - (d) the retailer's family violence policy; and
  - (e) a summary of a customer's rights, entitlements and obligations under the retailer's standard complaints and dispute resolution procedures; and
  - (f) the contact details for the electricity industry ombudsman; and
  - (g) a copy of this code.
- (2) If a customer requests information of the kind referred to in subclause (1), the retailer must —
  - (a) refer the customer to the retailer's website; or
  - (b) provide the information to the customer.

- (3) If a customer requests a copy of information of the kind referred to in subclause (1), the retailer must provide a copy of the information to the customer.
- (4) The information or a copy of the information requested under this clause must be provided without charge.
- (5) The retailer is not required to make a copy of this code available under subclause (1)(g) if it instead provides an electronic link to a website where a copy of this code may be accessed.

**69. Information about tariffs, fees or charges**

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

**70. Information about variations to tariffs, fees or charges: regulated prices**

- (1) This clause applies if a customer's tariffs, fees or charges are regulated or set by the State Government.
- (2) A retailer must give notice to a customer of any variation to its tariffs, fees or charges that affects the customer.
- (3) The notice must be given no later than the next bill in the customer's billing cycle.

**71. Information about variations to tariffs, fees or charges: non-regulated prices**

- (1) This clause applies if a customer's tariffs, fees or charges are not regulated or set by the State Government.
- (2) A retailer must give notice to a customer of any variation to its tariffs, fees or charges that affects the customer.
- (3) The notice must be given at least 5 business days before the variation is to apply to the customer.

- (4) The notice must —
- (a) specify that the customer’s tariffs, fees or charges are being varied; and
  - (b) specify the date on which the variation will come into effect; and
  - (c) identify the customer’s existing tariffs, fees or charges, inclusive of GST; and
  - (d) identify the customer’s tariffs, fees or charges as varied, inclusive of GST; and
  - (e) specify that the customer may request historical billing data.
- (5) A retailer is not required to provide information under this clause —
- (a) if the customer has entered into the relevant contract with the retailer within 10 business days before the variation is to take effect and the retailer has already informed the customer of the variation; or
  - (b) for a tariff, fee or charge that continually varies in relation to the prevailing spot price for electricity; or
  - (c) for the variation of a tariff, fee or charge that is a direct result of a change to, or the withdrawal or expiry of, a concession; or
  - (d) for the variation of a tariff, fee or charge that is a direct result of a change to a bank charge or fee, to a credit card charge or fee, or to payment processing charges or fees that apply in relation to the customer.

**72. Historical billing data**

- (1) A retailer must give a non-contestable customer on request the non-contestable customer’s billing data.

- (2) The retailer must give the billing data at no charge if a non-contestable customer requests billing data —
- (a) for a period less than the previous 2 years and no more than once a year; or
  - (b) in relation to a dispute with a retailer.

**73. Service standard payments**

A retailer must at least once a year give a customer written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 or under any other written law including —

- (a) the amount of the payment; and
- (b) the eligibility criteria for the payment.

**74. Distribution matters**

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

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

**Division 2 — Obligations for distributors**

**75. General information**

- (1) A distributor must publish on its website —
- (a) a description of the distributor's and customer's respective rights and obligations concerning the provision of services by the distributor and a description of those services; and
  - (b) details of applicable connection and reconnection timeframes; and
  - (c) details of applicable connection and reconnection charges; and

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- (d) information relating to new connections or connection alterations; and
  - (e) general information on the safe use of electricity; and
  - (f) general information on quality of supply; and
  - (g) general information on reliability of supply; and
  - (h) information about how a customer may obtain information on distribution standards and metering arrangements that are relevant to the customer and —
    - (i) prescribed under the Act or the *Electricity Act 1945*; or
    - (ii) adopted by the distributor;and
  - (i) a summary of a customer's rights, entitlements and obligations under the distributor's standard complaints and dispute resolution procedures; and
  - (j) the contact details for the electricity industry ombudsman; and
  - (k) a copy of this code.
- (2) If a customer requests information of the kind referred to in subclause (1), the distributor must —
- (a) refer the customer to the distributor's website; or
  - (b) provide the information to the customer.
- (3) If a customer requests a copy of information of the kind referred to in subclause (1), the distributor must provide a copy of the information to the customer.
- (4) The information or a copy of the information requested under this clause must be provided without charge.
- (5) The distributor is not required to make a copy of this code available under subclause (1)(k) if it instead provides an electronic link to a website where a copy of this code may be accessed.

**76. Information about supply changes or interruptions**

A distributor must give to a customer on request, at no charge —

- (a) an explanation for any unplanned or approved change in the quality of supply of electricity to the customer's supply address outside of the limits prescribed by law; and
- (b) an explanation for any unplanned interruption of supply to the customer's supply address.

**Division 3 — Obligations for retailers and distributors**

**77. Written information must be easy to understand**

- (1) To the extent practicable, a retailer or distributor must ensure that any written information that must be given to a customer by the retailer or distributor under this code is —
  - (a) expressed in clear, simple and concise language; and
  - (b) in a format that makes it easy to understand.
- (2) The obligation placed on a retailer under subclause (1) extends to written information that may be given to a customer by an electricity marketing agent acting on behalf of the retailer.

**78. Special information needs**

- (1) A retailer and a distributor must make available to a residential customer on request, at no charge, services that assist the customer in understanding information provided by the retailer or distributor (including independent interpreter services and services for customers with a speech or hearing impairment, and large print copies).
- (2) A retailer and, if appropriate, a distributor must include on a relevant document in relation to residential customers —
  - (a) the telephone number for interpreter services, identified by the National Interpreter Symbol; and

- (b) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment.
- (3) In subclause (2) —  
*relevant document* means the following —
  - (a) a bill and bill-related information (including, for example, the notice referred to in clause 20(3) and statements relating to a payment plan);
  - (b) a reminder notice;
  - (c) a disconnection warning.

**79. Metering**

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

**Division 4 — Disconnection or interruption for emergencies**

**80. Disconnection or interruption for emergencies**

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

- (a) provide, by way of a 24-hour emergency line at the cost of a local call (excluding mobile telephones), information on the nature of the emergency and an estimate of the time when supply will be restored; and

- (b) use its best endeavours to restore supply to the customer's supply address as soon as possible.

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## **Part 11 — Life support equipment scheme**

### **81. Relevant standards**

- (1) The *relevant standard* under this Part for a retailer is that a step be taken —
  - (a) on the same day if a confirmation or notification is received before 3 pm on a business day; or
  - (b) no later than the next business day if a confirmation or notification is received after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State.
- (2) The *relevant standard* under this Part for a distributor is that a step be taken —
  - (a) no later than the next business day if a notification is received before 3 pm on a business day; or
  - (b) within 2 business days if a notification is received after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State.

### **82. Registration of life support equipment: retailers**

- (1) The retailer must take the steps set out in subclause (2) in accordance with the relevant standard for a retailer 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.
- (2) The following steps must be taken —
  - (a) register the customer's supply address as a life support equipment address;
  - (b) register the customer's contact details;
  - (c) provide the following to the customer's distributor —
    - (i) a notification about the customer's supply address being a life support equipment address;
    - (ii) the contact details of the customer.

- (3) In addition, a retailer who is required to comply with subclause (2) must provide the following information in writing to a customer before, or within 5 days after, registering the customer's supply address as a life support equipment address —
- (a) advice that there may be planned or unplanned interruptions to supply at the supply address and that the relevant distributor is required to notify the customer of a planned disruption in accordance with this code;
  - (b) a recommendation that the customer prepare a plan of action in case of an unplanned interruption;
  - (c) an emergency telephone contact number for the relevant distributor and the retailer (the charge of which will be no more than the charge of a local call (excluding mobile telephones)).
- (4) The retailer must take the steps set out in subclause (5) in accordance with the relevant standard for a retailer if a customer registered with a retailer under subclause (2) notifies the retailer —
- (a) that the person residing at the customer's supply address who requires life support equipment is changing supply address; or
  - (b) that the customer is changing supply address but the person who requires life support equipment is not changing supply address; or
  - (c) that there has been a change in contact details.
- (5) The following steps must be taken —
- (a) register the change;
  - (b) provide a notification to the customer's distributor of the change.

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**83. Registration of life support equipment: distributors**

- (1) The relevant distributor must take the steps set out in subclause (2) in accordance with the relevant standard for a distributor if the distributor is notified by a retailer —
  - (a) that a person residing at a customer's supply address requires life support equipment; or
  - (b) that there has been a change of details or circumstances previously notified by the retailer.
- (2) The following steps must be taken (as relevant) —
  - (a) register the customer's supply address as a life support equipment address;
  - (b) update the details or circumstances previously notified by the retailer.

**84. Interruption of supply**

- (1) A distributor must not undertake a planned interruption of supply at a life support equipment address unless the distributor has —
  - (a) provided at least 3 business days' written notice of the interruption to the customer —
    - (i) at the supply address; or
    - (ii) at another address nominated by the customer; or
    - (iii) by electronic communication;and
  - (b) unless expressly requested by the customer not to do so, used its best endeavours to obtain acknowledgment from the customer, or from someone else residing at the supply address, that the notice has been received.
- (2) Subclause (1) does not apply if —
  - (a) the interruption is to restore supply at a life support equipment address; or

- (b) the distributor has already provided notice of a planned interruption that will affect a supply address under the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005* before the distributor registers the supply address as a life support equipment address under this Part.
- (3) If subclause (2) applies, the distributor must use its best endeavours to contact the customer, or someone residing at the supply address, before the interruption occurs.

**85. Periodic reviews**

- (1) A retailer must require the customer, by a notice given to the customer within the period beginning 3 months before, and ending 3 months after, each anniversary of the registration of a supply address under this Part —
  - (a) unless paragraph (b) applies — to confirm that a person residing at the customer’s supply address continues to require life support equipment; or
  - (b) in the case of every third anniversary — to provide the retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer’s supply address continues to require life support equipment.
- (2) A notice under subclause (1) must —
  - (a) allow a customer at least 3 months to provide the confirmation required by the retailer; and
  - (b) warn the customer that —
    - (i) the customer’s supply address will be de-registered as a life support equipment address if the customer fails to comply with the notice or if the customer notifies the retailer that a person residing at the supply address no longer requires life support equipment; and

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- (ii) if the supply address is de-registered, the customer will no longer receive the protections provided by this code for life support equipment addresses.

**86. De-registration of address**

- (1) This clause applies if —
  - (a) the retailer is notified that the customer’s supply address no longer requires registration as a life support equipment address; or
  - (b) a customer fails to comply with a notice from a retailer under clause 85 in relation to a life support equipment address.
- (2) If subclause (1)(a) applies, the retailer must de-register the life support equipment address —
  - (a) if the notification is received before 3 pm on a business day — no later than the next business day; or
  - (b) if the notification is received after 3 pm or on a Saturday, a Sunday or a public holiday throughout the State — within 2 business days.
- (3) If subclause (1)(b) applies, the retailer must —
  - (a) send written correspondence by registered post to the customer’s supply address, and to any other address nominated by the customer, warning the customer that the life support equipment address may be de-registered; and
  - (b) at least 10 business days after sending the correspondence under paragraph (a), and on at least 2 other occasions, taken reasonable steps to contact the customer about the de-registration of the life support equipment address; and
  - (c) de-register the supply address if the customer fails, in response to steps undertaken under paragraphs (a)

and (b), to provide the confirmation required under clause 85.

- (4) A retailer must, when it de-registers a life support equipment address, provide the customer's distributor with a notification about the de-registration as soon as practicable after taking that step but in any event within 3 business days.
- (5) The distributor must de-register the life support equipment address in accordance with the relevant standard for a distributor.
- (6) Despite subclauses (1) to (5), a supply address must not be de-registered if another person who resides at the supply address has their contact details registered under clause 82(2)(b) in relation to the supply address.
- (7) Once a customer's supply address ceases to be registered as a life support equipment address, the retailer's and relevant distributor's obligations under this code in connection with life support equipment cease to apply in relation to that address.

## **Part 12 — Complaints and dispute resolution**

### **87.        Obligation to establish complaints handling procedures**

- (1) Each retailer and distributor must develop, maintain and implement a standard complaints and dispute resolution procedure.
- (2) The standard complaints and dispute resolution procedure must address —
  - (a) how complaints must be lodged by customers; and
  - (b) how complaints will be handled by a retailer or distributor, including —
    - (i) a right of a customer to have a complaint considered by a senior employee if the customer is not satisfied with the manner in which the complaint is being handled; and
    - (ii) the information that will be provided to a customer, including in accordance with the requirements under clause 89;and
  - (c) response times for complaints; and
  - (d) the method of response.
- (3) The standard complaints and dispute resolution procedure must comply with AS/NZS 10002:2014.

### **88.        Acknowledgment of complaint and response times**

A retailer or distributor must, on receipt of a written complaint by a customer —

- (a) acknowledge the complaint within 10 business days; and
- (b) respond to the complaint by addressing the matters in the complaint within 20 business days.

**89. Advice about outcome of complaint**

A retailer or distributor must inform the customer —

- (a) of the outcome of a complaints process; and
- (b) unless the customer has advised the retailer or distributor that the complaint has been resolved in a manner acceptable to the customer inform the customer —
  - (i) of the retailer's or distributor's reasons regarding the outcome; and
  - (ii) that if the customer is not satisfied with the outcome, the customer may make a complaint or take a dispute to the electricity industry ombudsman; and
  - (iii) of the telephone number and other contact details of the electricity industry ombudsman.

**90. Obligation to refer complaint**

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

## **Part 13 — Family violence policy**

### **91. Family violence policy**

- (1) A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers.
  - (2) The family violence policy must —
    - (a) provide for the training of staff (including call centre staff and field officers) about issues related to family violence and its impacts, including how to identify customers who may be affected by family violence and how to apply the policy effectively and appropriately to provide assistance to vulnerable customers; and
    - (b) require the retailer to advise a vulnerable customer that the retailer can protect the customer's information and, if a vulnerable customer requests information to be protected, require the retailer to do so; and
    - (c) require the retailer —
      - (i) to take reasonable steps to establish a safe method of communication with a vulnerable customer and if a method of communication proposed by a vulnerable customer is not reasonably practicable, to offer an alternative method of communication; and
      - (ii) to keep a record of any method of communication that has been agreed between the retailer and a vulnerable customer; and
      - (iii) to use any agreed method of communication for the purposes of providing information required by this code;
- and
- (d) include processes to ensure that a vulnerable customer does not have to repeatedly refer to, or disclose, their situation when they make contact with the retailer or another person acting on behalf of the retailer; and

- (e) require the retailer to consider reducing or waiving any fees, charges or debt that would otherwise be payable by a vulnerable customer; and
  - (f) without limiting paragraph (e), require the retailer to consider —
    - (i) the potential impact of debt collection on a vulnerable customer; and
    - (ii) the extent to which another person may have contributed to an amount owing for electricity supplied to a particular supply address;and
  - (g) provide that the retailer will take into account the circumstances of a vulnerable customer before disconnecting the customer's supply address for failure to pay a bill; and
  - (h) provide information about the operation of subclause (4); and
  - (i) include —
    - (i) the telephone number for interpreter services, identified by the National Interpreter Symbol; and
    - (ii) the telephone number (or numbers) for services that can assist customers with a speech or hearing impairment;and
  - (j) for printed copies of the family violence policy — be available in large-print copies.
- (3) The training required under subclause (2)(a) must at least satisfy 1 of the following requirements —
- (a) it is developed in conjunction with appropriate consumer representatives;
  - (b) it is provided by appropriate consumer representatives.

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- (4) A retailer must ensure that the supply address of a vulnerable customer is not disconnected for a period of 9 months from the date on which the retailer became aware that the customer is a vulnerable customer unless —
- (a) the retailer is informed by the customer, or otherwise becomes aware, that the customer no longer resides at that supply address; or
  - (b) the disconnection is requested by the customer; or
  - (c) there are safety reasons warranting the disconnection; or
  - (d) there is an emergency warranting disconnection; or
  - (e) electricity has been illegally consumed at the supply address.
- (5) Nothing in subclause (4) —
- (a) affects a customer's responsibility to pay for electricity supplied by a retailer to a supply address; or
  - (b) affects a retailer's ability to send bills and notices to a customer in connection with payment for the supply of electricity or to take other steps in connection with a liability to pay for electricity supplied by the retailer.
- (6) A retailer must not require written evidence of family violence from a customer unless the evidence is reasonably necessary to enable the retailer to determine the most appropriate way to —
- (a) address a failure to pay a bill and, if relevant, debt collection; or
  - (b) deal with a proposed disconnection of a supply address.
- (7) To the extent that written evidence of family violence is required, it need only be 1 document of a kind that is listed in the *Residential Tenancies Act 1987* section 71AB(2).
- (8) A retailer must ensure that its family violence policy, and related procedures, comply with any requirements specified by the Authority for the purposes of this Part.

- (9) If directed by the Authority, a retailer must review its family violence policy or related procedures, and submit the results of the review to the Authority within a period specified by the Authority.
- (10) A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is —
  - (a) developing its family violence policy; or
  - (b) reviewing its family violence policy because of a direction of the Authority under subclause (9).

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## **Part 14 — Service standard payments**

### **Division 1 — Obligations for retailers**

#### **92. Facilitating customer reconnections**

- (1) Unless clause 97 applies, a retailer must make the payment specified under subclause (2) if the retailer is required to arrange a reconnection of a customer's supply address under Part 8 —
  - (a) but the retailer has not complied with clause 53(3) or (4); or
  - (b) the retailer has complied with clause 53(3), but a distributor has not complied with the timeframes set out in clause 54(4).
- (2) The retailer must pay the customer \$60 for each day that it is late up to a maximum of \$300.
- (3) Unless clause 97 applies, if a retailer makes a payment under this clause due to an act or omission of a distributor, the distributor must reimburse the retailer for the amount of the payment.

#### **93. Wrongful disconnections**

- (1) Unless clause 97 applies, a retailer must make the payment specified under subclause (2) if the retailer —
  - (a) fails to comply with any of the procedures set out under Part 6 (if applicable and other than clauses 45 and 46), or clause 48 or 82(1), before arranging for disconnection of, or disconnecting, a customer for failure to pay a bill; or
  - (b) arranges for disconnection of, or disconnects, a customer in contravention of clause 49, 50 or 52 for failure to pay a bill.

- (2) The retailer must pay the customer \$100 for each day that the customer is wrongfully disconnected.
- (3) Unless clause 97 applies, if a retailer makes a payment under this clause due to an act or omission of a distributor, the distributor must reimburse the retailer for the amount of the payment.

**94. Customer service**

- (1) Unless clause 97 applies, if a retailer fails to acknowledge or respond to a complaint within the timeframes set out in clause 88, the retailer must pay to the customer \$20.
- (2) A retailer is only liable to make 1 payment under this clause for each written complaint.

**Division 2 — Obligations for distributors**

**95. Customer service**

- (1) Unless clause 97 applies, if a distributor fails to acknowledge or respond to a complaint within the timeframes set out in clause 88, the distributor must pay to the customer \$20.
- (2) A distributor is only liable to make 1 payment under this clause for each written complaint.

**96. Wrongful disconnections**

- (1) Subject to clause 97, a distributor must make the payment specified under subclause (2) if a distributor disconnects a customer's supply address other than as authorised by —
  - (a) this code or otherwise by written law; or
  - (b) a retailer.
- (2) The distributor must pay the customer \$100 for each day that the customer is wrongfully disconnected.

### **Division 3 — Payment**

#### **97. Exceptions**

- (1) A retailer or distributor is not required to make a payment under this Part if events or conditions outside the control of the retailer or distributor caused the retailer or distributor to be liable to make the payment.
- (2) Except in the case of a payment under clauses 93 and 96, which are required to be made without application by a customer as soon as reasonably practical, a retailer or distributor is not required to make a payment under this Part if the customer fails to apply to the retailer or distributor for the payment within 3 months of the non-compliance by the retailer or distributor.
- (3) If clause 94 or 95 applies, a retailer or distributor is not required to make more than 1 payment to each affected supply address per event of non-compliance with the performance standards.
- (4) For the purposes of subclause (3), each supply address where a customer receives a bill from a retailer is a separate supply address.

#### **98. Method of payment**

- (1) A retailer who is required to make a payment under clause 92, 93 or 94 must do so —
  - (a) by deducting the amount of the payment from the amount due under the customer's next bill; or
  - (b) by paying the amount directly to the customer.
- (2) A distributor who is required to make a payment under clause 95 or 96 must do so —
  - (a) by paying the amount to the customer's retailer who will pass the amount on to the customer in accordance with subclause (1); or
  - (b) by paying the amount directly to the customer.

- (3) A payment made under this Part does not affect any rights of a customer to claim damages or any other remedy.

**99. Recovery of payment**

- (1) If a retailer or distributor who is required to make a payment to a customer under this Part fails to comply with clause 98 within 30 days after the date of demand for payment by the customer, or in the case of a payment required to be made under clause 93 or 96, within 30 days after the date of the wrongful disconnection, then the customer may recover the payment in a court of competent jurisdiction as a debt due from the retailer or distributor (as the case may be) to the customer.
- (2) If a retailer is entitled under clause 92 or 93 to reimbursement from a distributor, and the distributor fails to pay the relevant amount to the retailer within 30 days after the date of a demand for payment by the retailer, then the retailer may recover the amount of the payment in a court of competent jurisdiction as a debt due from the distributor to the retailer.