



4 February 2022

Paul Kelly
Chairman ECCC
Economic Regulation Authority
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Dear Paul

Draft Decision – Repeal and replacement of the Code of Conduct for the Supply of Electricity to Small Use Customers 2018

Alinta Sales Pty Ltd (**Alinta Energy**) is pleased to provide comment on the consultation draft *Code of Conduct for the Supply of Electricity to Small Use Customers 2022*, which is intended to replace the current Code with full effect from 1 January 2023.

As noted in our previous submission, we support the key amendments proposed to date by the ECCC, which seek to improve alignment with NECF, expand access to payment assistance for residential customers and better protect customers affected by family and domestic violence.

Our observations concerning the drafting of the replacement Code are provided in the table below.

Clause	Comment
4(1)	<p>Amend definition of payment plan. The current Code does not prescribe the minimum number of instalments that a plan must cover; rather, the plan must include an agreed payment schedule “generally involving payment of at least 3 instalments”.</p> <p>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.</p>
23(3)	<p>Suggested amendment as sub-clause (a) is not relevant for accumulation meters. For the purposes of this clause, a bill is taken to be based on an estimation if —</p> <p>(a) for an interval meter, more than 10% of the interval meter readings are estimated interval meter readings; and (b) the actual energy data cannot otherwise be ascertained.</p>
25(1)	<p>A retailer must comply with subclause (2) if the retailer offers alternative tariffs or tariff options and a customer —</p> <p>(a) requests a the retailer to transfer from that customer’s current tariff to another tariff; and</p>

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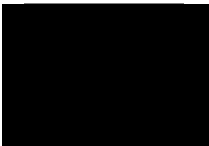
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Clause	Comment
25(3)	If a customer transfers from ± <u>one</u> tariff type to another under this clause,
27(1)	Suggested amendment to align with terminology in cl 21(4)(a). If a customer, after receiving a bill, disputes the amount to be paid <u>due</u> ,
29(2)	...a retailer may do either but not both of <u>the</u> following —
38(1)	<u>(1)</u> Except as set out in this clause...
82(2)	Suggested amendment. (c) provide the following to <u>notify</u> the customer's distributor — (i) a notification about that the customer's supply address being <u>is</u> a life support equipment address; (ii) the contact details of the customer
86(3)	(b) at least 10 business days after sending the correspondence under paragraph (a), and on at least 2 other occasions, taken <u>take</u> reasonable steps to contact the customer about the de-registration of the life support equipment address; and
87(2)	(b) how complaints will be handled by a <u>the</u> retailer or distributor, including —
94(1)	For consistency with cl 92 and cl 93. 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.
95(1)	Per above. 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.

If you have any questions concerning the above, please contact me on 9486 3191 or catherine.rousch@alintaenergy.com.au .

Yours sincerely



Catherine Rousch

Manager WA Retail Regulation
Alinta Energy