

Compendium of Gas Customer Licence Obligations

(Compendium)

MARKED UP VERSION

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Part 1 – Preliminary

1. Commencement of ~~Schedule 2~~ Compendium [was 1.1]

The obligations in this ~~Schedule 2~~ Compendium apply to the *retailer* and *distributor* (as the case may be) on and from 1 ~~January~~ July 2020 ~~2024~~.

2. Interpretation of ~~Schedule 2~~ Compendium [was 1.2]

- (1) The headings of the Parts, Divisions, and Subdivisions into which this Compendium is divided may assist with the interpretation of this Compendium. Headings and notes are for convenience or information only and do not affect the interpretation of the conditions in this Schedule 2 or of any term or condition set out in this Schedule 2.
- (2) Notwithstanding clause 2(1), a heading to an individual clause, or a marginal note or footnote in this Compendium does not affect the interpretation of this Compendium and are for convenience or information only.
- (3) ~~An expression imparting~~ A reference to a natural person or any word or expression descriptive of a person in this Compendium is to include a any public body, company, or partnership, trust, joint venture, association or body of persons, corporate corporation or unincorporate. other body corporate and any governmental agency and vice versa.
- (4) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document. ~~A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.~~
- (5) Other parts of speech and grammatical forms of a word or phrase defined in this ~~Schedule 2~~ Compendium have a corresponding meaning.
- (6) The definitions in the Schedule 2 Compendium only apply to the terms and conditions in the Schedule 2 Compendium of this licence and will not apply to any of the other parts of this licence.
- (7) ~~Where clause 2 of the licence:~~
 - (a) ~~authorises the licensee to sell gas transported through a distribution system to customers, a reference to a retailer in this Schedule 2 is a reference to the licensee (as defined in clause 1 of the main body of the licence);~~
authorises the licensee to:
 - (i) ~~construct, alter or operate a distribution system; or~~
 - (ii) ~~transport gas through a distribution system,~~~~a reference to a distributor in this Schedule 2 is a reference to the licensee (as defined in clause 1 of the main body of the licence)~~

1.3 Definitions for Schedule 2

3. Terms Used [was 1.3]

In this ~~Schedule 2~~ Compendium, unless the contrary intention appears –

“Act” means the *Energy Coordination Act 1994*.

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

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

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

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

“**appropriate consumer representatives**” means persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing *family violence*.

“**AS Australian Standard**”, followed by a designation, refers to an Australian Standard having that designation that is ~~means a standard~~ published by Standards Australia, and any subsequent iteration of that Australian Standard as it is amended from time to time.

“**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, and any subsequent iteration of that Australian/New Zealand Standard as it is amended from time to time.

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

“**basic living needs**” includes –

- (a) rent or mortgage; and
- (b) ~~other~~ utilities (~~e.g. for example~~, electricity, 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.

“**bill issue date**” means the date on which a bill is sent by a *retailer* to a *customer*.

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

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

“**business day**” means a ~~any~~ day other than ~~except~~ a Saturday, Sunday or a *public holiday* throughout the State.

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

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

- ~~(a) — sudden and unexpected disability, illness of or injury to the *residential customer* or a dependant of the *residential customer*;~~

- ~~(b) — loss of or damage to property of the residential customer; or~~
~~(c) — other similar unforeseeable circumstances arising as a result of events beyond the control of the residential customer.~~

“Centrelink” means the Commonwealth agency known as Centrelink

“Centrepay” means the facility that allows Centrelink customs to have automatic deductions taken from Centrelink payments.

“Compendium” means this ~~Schedule 2~~ Compendium titled *Compendium of Gas Customer Licence Obligations (Compendium)*.

“collective customer” means a *customer* -

- (a) who receives a single bill from the retailer for gas supplied at two or more supply addresses; or
(b) who is supplied gas 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 for which 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 gas ~~available to residential customers only~~.

“contact” means contact that is:

- (a) face to face; or
(b) by *telephone*; or
(c) by post; or
(d) by electronic means.

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

“customer” means a person:

- (a) to whom gas is sold for the purpose of consumption; and
(b) ~~customer whose consumption of gas is less than~~ who consumes not more than 1 terajoule of gas per annum ~~year~~.

“customer experiencing financial hardship” means a residential customer who has been assessed by a retailer under clause ~~33~~ 34 as experiencing financial hardship.

“designated person” means:

- (a) a residential customer; or
(b) another person named on the account of a residential customer; or
(c) a former residential customer who owes a debt to the retailer.

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

“disconnection warning” means a notice in writing issued in accordance with clause ~~7.4~~ 41 ~~42(1)(c)~~ or clause ~~7.4(1)~~ 44 ~~45(2)(d)~~.

“distributor” means a person who holds a distribution licence under Part 2A of the Act.

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

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

“**emergency**” means ~~the an emergency due to the~~ actual or imminent occurrence of an event ~~which that:~~

- (a) in any way endangers or threatens to endanger the safety or health of any person in Western Australia; or
- (b) which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

“**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 more than immediate~~ financial disadvantage ~~as a result of~~ which ~~results in a residential the~~ customer ~~is being~~ 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 ~~residential~~ customer or a dependant of the ~~residential~~ customer.

“**gas marketing agent**” has the meaning given to that term in the *Gas Marketing Code*.

“**Gas Marketing Code**” means the *Gas Marketing Code of Conduct 2017 2022*, as amended or repealed and replaced by the *Authority* under Part C of the Act.

“**gas ombudsman**” means the ~~ombudsman~~ Energy and Water Ombudsman Western Australia performing the functions of the gas industry ombudsman appointed under the a scheme approved by the Authority pursuant to section 11ZPZ of under Part 2D of the Act and an agreement under the Parliamentary Commissioner Act 1971 section 34.

~~[Note: The Energy and Water Ombudsman Western Australia is the gas ombudsman appointed under the scheme approved by the Authority pursuant to section 11ZPZ of the Act.]~~

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

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

“**interruption**”

- (a) means the temporary unavailability of supply of gas from the distribution system to a ~~customer~~ supply address, but
- (b) does not include a disconnection under Part 7.

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

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

~~“maximum credit amount” means the amount, if any, determined by the retailers in accordance with clause 5.4(4)~~

“meter” means an instrument that measures and records the quantity of gas passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of gas.

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

“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 Australian Standard 2342.~~

“non-standard contract” has the meaning given in section 11WB of the Act. ~~means a contract entered into between a retailer and a customer, or a class of customers, that is not a standard form contract.~~

“overcharging” –

(a) includes the overcharging of a customer as the result of –

(i) – ~~means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(a) as a result of some defect, an error, defect or default for which the *retailer* or *distributor* is responsible or contributed to, but does not include an adjustment (including when a meter is found to be defective); or~~

(ii) the retailer basing a bill or bills on estimated energy data (provided either under clause 14(1)(a) or due to the *retailer’s* estimate under clause 12(2)(a)-(c)) that is greater than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by the distributor or metering agent.

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

“payment plan” has the meaning given in clause 4.

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

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

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

“public holiday” means a day that is appointed or declared a public holiday in Western Australia by the *Public and Bank Holidays Act 1972*.

“relevant consumer representative” –

(a) means a person who may reasonably be expected to represent the interests of residential customers who are experiencing –

(i) ~~payment difficulties in paying their bills or purchasing credit for the recharge of a pre-payment meter;~~ or

(ii) financial hardship; and

(b) includes financial counsellors.

“**reminder notice**” means a notice in writing issued in accordance with clause 7.4 ~~424(1)(a)~~.

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

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

“**resolved**” ~~, in relation to a *complaint*, means the that –~~

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

“**retail market procedures**” means the *Retail Market Procedures (WA)* published by the Australian Energy Market Operator as amended from time to time forming part of the approved retail market scheme under the *Act*.

“**retailer**” means a person who holds a trading licence under Part 2A of the *Act*.

“**shortened billing cycle**” –

- (a) means a billing cycle that is shorter than a customer’s standard billing cycle; but
- (b) does not include a billing cycle agreed under clause 10(3).

~~“**standard form contract**” means a contract that is approved by the Authority under~~ has the meaning given in section ~~11WF~~ 11WB of the *Act*.

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

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

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

~~“**TTY**” means a teletypewriter.~~

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

- (a) includes the undercharging of a customer that is the result of –
 - (i) an error, defect or default for which the retailer or distributor is responsible (including when a meter is found to be defective); or
 - (ii) the retailer basing a bill or bills on estimated energy data (provided either under clause 14(1) or due to the *retailer’s* estimate under clause 12(2)(a)-(c) that is less than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by the distributor or metering agent; or
 - (iii) a the failure to issue a bill to a customer; ~~in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement;~~ or
- (a) ~~the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been~~

~~charged if the amount of the bill was determined in accordance with clause 4.6(a) as a result of some defect, error or default for which the retailer or distributor is responsible or contributed to, but does not include an adjustment.~~

“verifiable consent” means consent that is given to a retailer or gas marketing agent –

- (a) expressly; and
- (b) in writing or orally; and
- (c) by ~~the~~ a customer or a nominated person competent to give the consent on the *customer’s* behalf; and
- (d) after the retailer or gas marketing agent ~~or retailer~~ (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; ~~and~~

“vulnerable customer” means a designated person –

- (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.

4. Payment plans

(1) For the purposes of this Compendium, a payment plan is an interest-free and fee-free plan or other arrangement between a retailer and a residential customer under which the residential customer is allowed to pay a bill, any arrears or a charge (including a disconnection or reconnection charge) by 2 or more instalments while continuing consumption of gas, ~~where fee in this definition includes any fee or charge.~~

(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) a gas marketing agent.

(2) If this Compendium 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 -
 - (i) to the information on a retailer’s or distributor’s website (as the case requires); or
 - (ii) subject to subclause (4), to a mobile application or an electronic communication portal where the information may be obtained; or
- (b) providing a copy of 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) A designated entity may rely on subclause (2)(a)(ii) only if the designated entity, when referring a customer to the mobile application or portal, advises the customer that the customer is also entitled to be provided with a copy of the information by the designated entity.

(5) This clause does not limit any other provision of this code relating to the provision of information.

6. Variation ~~from the Compendium~~ relating to standard form contracts [was 4.1]

(1) ~~The following clauses (marked with an asterisk throughout) will not apply to a A retailer and a customer may where the retailer has entered into a non-standard contract with a customer and the retailer and customer agree that the following clauses will do not apply, or are amended in their application, to a standard form contract –~~

~~(a) 9(2); 4.1;~~

~~(a)4.2;~~

~~(b) 12(2)(c)(ii)~~

~~(c) 30 31(1);~~

~~(d) 5.7 46 47~~

~~8.1~~

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

7. Variation relating to non-standard form contracts [was 4.1]

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

~~(a) 9(2); 4.1~~

~~(b) 10;~~

~~(c) 11;~~

~~(d) 12(2)(c)(ii)~~

~~(e) 13(1) to (6);~~

~~(f) 25 26; 5.4~~

~~(g) 26 27; 5.2~~

~~(h) 27 28; 5.4~~

~~(i) 30-31; 5.7~~

~~(j) 46 47. 8.1~~

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

1.5— Gas marketing agents

~~A retailer must ensure that any gas marketing agent engaged by the retailer complies with the obligations under this Schedule 2.~~

Part 2 – ~~Not used~~ Marketing

8. Retailers must ensure gas marketing agents comply with this Compendium

A retailer must ensure that any gas marketing agent engaged by the retailer complies with the obligations under this Compendium.

~~[NOTE: Part 2 is 'not used' to ensure conformity of numbering with the Code of Conduct for the Supply of Electricity to Small Use Customers. Obligations relating to the marketing of gas to small use customers are addressed in the Gas Marketing Code of Conduct.]~~

Note: This Compendium is not the only compliance obligation in relation to marketing. Other State and Commonwealth laws apply to marketing activities, including the Fair Trading Act 2010 (WA), the Spam Act 2003 (Commonwealth), the Spam Regulations 2021 (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).

Part 3 – Connection

9. Obligation to forward connection ~~application~~ request [was 3.1]

- (1) If a *retailer* agrees to sell gas to a *customer* or arrange for the connection of the *customer's supply address*, the *retailer* must forward the *customer's* request for connection to the relevant *distributor* for the purpose of arranging for the connection of the *customer's supply address* (if the *customer's supply address* is not already connected).
- (2) ~~Unless the customer agrees otherwise, a~~ A *retailer* must forward the *customer's* request for connection to the ~~relevant~~ *distributor* –
 - (a) ~~that same day~~, if the request is received before 3pm on a *business day* - on that same day; or
 - (b) ~~the next business day~~, if the request is received after 3pm or on a Saturday, Sunday or a public holiday – no later than the next business day.
- (3) ~~In this clause –~~
~~“customer” includes a customer’s nominated representative.~~

Part 4 – Billing

Division 1 – Billing cycles

10. Standard b Billing cycle* [was 4.1]

~~A retailer must issue a bill –~~

- ~~(a) no more than once a month, unless –
 - ~~(i) the retailer has obtained the customer's verifiable consent to issue bills less frequently;~~
 - ~~(ii) the retailer has given the customer –
 - ~~A. a reminder notice in respect of 3 consecutive bills; and~~
 - ~~B. notice as contemplated under clause 4.2;~~~~
 - ~~(iii) the bill is a final bill for the customer's supply address;~~
 - ~~(iv) less than a month after the last bill was issued, the retailer has received metering data from the distributor for the purposes of preparing the customer's next bill;~~~~

(1) Unless subclause (2) applies, a retailer must issue a bill to a customer at least every 105 days.

~~(b) at least every 105 days unless –~~

(2) A retailer may issue a bill that is outside the timeframe under subclause (1) if the retailer –

- ~~(a) the retailer has not received the required metering data from the distributor for the purposes of preparing the bill, despite using its best endeavours to obtain the metering data from the distributor; or~~
- ~~(b) the retailer is unable to comply with the this timeframe due to the actions of the customer in circumstances in which –
 - ~~(i) where the customer is supplied with gas under a deemed contract pursuant to section 11WK of the Act, and~~
 - ~~(ii) the bill is the first bill issued to that customer at that supply address.~~~~
 - ~~(i) the retailer has obtained a customer's verifiable consent to issue bills more frequently;~~
 - ~~(ii) the customer has a pre-payment meter installed at the customer's supply address;~~

(3) A the retailer has given the 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 obtains the customer's verifiable consent to the new billing cycle; and
- (b) the regular recurrent period of the new billing cycle does not exceed 105 days.

11. **Shortened billing cycle* [was 4.2]**

(1) A retailer must not place a residential customer on a shortened billing cycle unless subclause (2) applies.

~~For the purposes of clause 4.1(a)(ii), a retailer has given a customer notice if the retailer has advised the customer, prior to placing the customer on a shortened billing cycle that –~~

(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 a customer is experiencing *financial hardship*; and
- (b) the retailer has given the customer a – a third – reminder notice for 3 consecutive bills; and
- (c) before the 3rd reminder notice is given to the customer, the retailer has given the customer a notice informing the customer that –
 - (i) receipt of a 3rd reminder notice may result in the customer being placed on a shortened billing cycle; and
 - (ii) if the *customer* is a *residential customer*, assistance is available for *residential customers* experiencing problems paying their bills; and payment difficulties or financial hardship;
 - (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* ~~previous~~ former *billing cycle*.

~~(2) — Notwithstanding clause 4.1(a)(ii), a retailer must not place a residential customer on a shortened billing cycle without the customer's verifiable consent if –~~

- ~~(a) the residential customer informs the retailer that the residential customer is experiencing payment difficulties or~~
- ~~(b) the assessment carried out under clause 6.1 indicates to the retailer that the customer is experiencing payment difficulties or financial hardship.~~
- ~~(c) receipt of may result in the customer being placed on a shortened billing cycle;~~

~~(3) — If, after giving notice as required under clause 4.1(a)(ii), a retailer decides to shorten the billing cycle in respect of a customer, the The retailer must, give the customer written notice of that decision within 10 business days of making that decision 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 gas.~~

(4) A ~~shortened~~ 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, ~~on request, to the billing cycle that applied~~ to the *customer's* former

~~before the shortened-billing cycle commenced.~~

- (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 ~~that applied to the customer before the shortened-billing cycle commenced.~~

12. Bill smoothing [was 4.3]

- (1) ~~Notwithstanding clause 4.1, in respect of any 12 month period, on receipt of a request by a customer, a~~ A retailer may, on receipt of a request by a customer, provide the customer ~~with~~ a bill which reflects a bill smoothing arrangement, in respect of any 12 month period, notwithstanding section clause 10.
- (2) If a retailer provides a customer with a bill under a bill smoothing arrangement pursuant to subclause (1), the retailer must ensure that –
- (a) the amount payable under each bill is initially the same and is set out on the basis of –
 - (i) the retailer's initial estimate of the amount of gas the customer will consume over the 12 month period;
 - (ii) the relevant supply charge for the consumption of gas and any other charges related to the supply of gas as agreed with the customer;
 - (iii) any overcharge or undercharge adjustment from a previous bill smoothing arrangement ~~(after being adjusted in accordance with clause 4.19)~~; and
 - (iv) any other relevant information provided by the customer.
 - (b) the initial estimate is based on the customer's historical billing data or, where the retailer does not have that data, the likely average consumption at the relevant tariff calculated over the 12 month period as estimated by the retailer;
 - (c) in or before the seventh month –
 - (i) the retailer re-estimates the amount under subclause (2)(a)(i), taking into account any meter readings and relevant seasonal and other factors agreed with the customer; and
 - (ii) ~~unless otherwise agreed~~ if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be re-set to reflect that difference; and
 - (d) at the end of the 12 month period, or any other time agreed between the retailer and the customer and at the end of the bill smoothing arrangement, the meter is read and any adjustment overcharge or undercharge during that bill smoothing arrangement is included on the next bill in accordance with clauses 21 and 22 4.19; and
 - (e) the retailer has obtained the customer's verifiable consent to the retailer billing on that basis; and
 - (f) if the bill smoothing arrangement between the retailer and the customer is for a defined period or has a specified end date, the retailer must no less than one month before the end date of the bill smoothing arrangement notify the customer in writing:

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

4.4 ~~How bills are issued~~

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

Division 2 – Contents of a bill

13. ~~Particulars on each~~ Contents of bill [was 4.5]

- (1) In addition to any information required to be included on a customer's bill under another provision of this Compendium, 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* ~~and any relevant mailing address;~~
 - (b) the *customer's* name and account number; ~~and~~
 - (c) a meter identification number (if relevant) clearly placed on the part of the bill that is retained by the customer; ~~and~~
 - (d) the Meter Installation Registration Number for the property.
- (3) The bill must include the following information in relation to supply and consumption of gas –
 - (a) the start and end date of the supply period ~~either the range of dates of the metering supply period or the date of the current meter reading or estimate;~~
 - (b) the number of days covered by the bill;
 - (c) the *customer's* consumption, or estimated consumption; ~~and~~
 - (d) unless the customer is a collective customer, the average daily consumption ~~the average daily consumption, unless the customer is a collective customer~~
- (4) ~~Unless a customer agrees otherwise, a retailer must include at least the~~ The bill must include the following information ~~on the customer's bill in relation to amounts due and payments –~~
 - (a) the amount due;
 - (b) the current *meter* reading or estimate;
 - (c) ~~the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;~~
 - (c) the applicable tariffs;
 - (d) the amount of any arrears or credit standing to the customer's name;
 - (e) the amount of any other fees or charges and details of the service provided in connection with those fees or charges;
 - (f) with respect to a in the case of a residential customer – a statement that the ~~residential~~ customer may be eligible to receive *concessions* and how the ~~residential~~ customer may find out about ~~its~~ eligibility for those

concessions;

- (g) if applicable, the value and type of any *concessions* provided to the *residential customer* that are administered by the *retailer*;
 - (h) a statement advising the *customer* that assistance is available if the *customer* is experiencing problems paying the bill;
 - (i) a *telephone* number for billing and payment enquiries;
 - (j) if applicable and not included on a separate statement –
 - (i) payments made under ~~an instalment~~ a payment plan that has not been completed; and
 - (ii) the total amount outstanding under the ~~instalment~~ payment plan;
 - (k) if applicable, a statement ~~on the bill~~ that an additional fee may be imposed to cover the costs of late payment from the *customer*;
 - (l) 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;
 - (m) the average daily cost of consumption, including charges ancillary to the consumption of gas, unless the *customer* is a *collective customer*;
 - (n) the ~~due~~ date by which the bill must be paid;
 - (o) a summary of the applicable payment methods; and
~~(p)(c) the Meter Installation Registration Number for the property.~~
~~(g)(p)~~ a *meter* identification number (clearly placed on the part of the bill that is retained by the *customer*;
 - ~~(z) — with respect to residential customers, the telephone number for interpreter services together with the National Interpreter Symbol;~~
~~(aa) the telephone number for TTY services;~~
~~(bb) to the extent that the data is available, a graph or bar chart illustrating the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year; and~~
- (5) The bill must include the following ancillary information – a telephone number for billing and payment enquiries;
- (a) a *telephone* number for *complaints*;
 - (b) the contact details for the *gas ombudsman*;
 - (c) the *distributor's* 24 hour *telephone* number for faults and *emergencies*.
- (6) Subclause ~~(1)(w)~~ (2)(b) does not apply ~~where~~ if:
- (a) the *customer* is supplied under a deemed contract pursuant to section 11WK of the *Act*; and
 - (b) the *retailer* responsible for the supply of gas under subclause (a) has provided the *customer* with the following information:
 - (i) details of:
 - A. the information required by the *retailer* to establish an account for the *customer*; and
 - B. any other information the *retailer* requires from the *customer* that the *retailer* is entitled to request under the deemed

contract;

- (ii) the information set out in clause ~~2-25~~(2) of the *Gas Marketing Code* or how the *customer* may obtain the information set out in clause ~~2-25~~(2) of the *Gas Marketing Code*;
- (iii) a copy of the terms and conditions that apply to the deemed contract or how the *customer* may obtain a copy of the terms and conditions that apply to the deemed contract;
- (iv) the *retailer's* contact information; and
- (v) the consequences for the *customer* if the *customer* does not provide the information required by the *retailer*, including any entitlement of the *retailer* to arrange for the disconnection of the *supply address* and details of the process for disconnection.

(7) ~~Notwithstanding subclause (1)(bb), a retailer is not obliged to include a graph or bar chart on the bill-~~ Subclause (4)(l) does not apply if the bill is –

- (a) not indicative of a *customer's* actual consumption;
- (b) not based upon a *meter* reading; or
- (c) for a *collective customer*.

(8) If a *retailer* ~~identifies a historical debt and~~ wishes to bill a *customer* for ~~that 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 ~~advise the customer of~~ –

- (a) the amount of the *historical debt*; and
- (b) the basis of the *historical debt*

~~before, with, or on the customer's next bill.~~

Division 3 – Basis of bill

14. Basis of bill [was 4.6]

(1) Subject to ~~clause 4.3 and 4.8~~ section-clause 15, a *retailer* must base a *customer's* bill ~~on~~ –

~~(i) the distributor's or metering agent's reading of the meter at the customer's supply address; or the customer's reading of the meter at the customer's supply address, provided the retailer requested and the customer agreed that the customer will read the meter for the purpose of determining the amount due.~~

(a) on energy data or estimated energy data provided for the meter at the customer's supply address provided by the distributor or metering agent, or

(b) on energy data provided for the meter at the customer's supply address provided by the customer on a request from the retailer where the customer agreed to provide that energy data; 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) A retailer must ensure that at least once every 12 months it obtains metering data from an actual meter read unless the retailer is required to comply with the retail market procedures, in which case it does not have to.
- (5) 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)(bc).

~~4.7— Frequency of meter readings~~

- ~~(1) — A retailer must use its best endeavours to ensure that metering data is obtained as frequently as required to prepare its bills.~~
- ~~(2) — Subject to subclause (3), a retailer must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(a).~~
- ~~(3) — Subclause (2) does not apply if the retailer is required to comply with the retail market procedures.~~

15. Estimations [was 4.8]

- ~~(1) — If a retailer is unable to reasonably base a bill on a reading of the meter at a customer's supply address, the retailer must give the customer an estimated bill.~~
- ~~(2)~~(1) If a retailer has based a customer's bill on ~~bases a bill upon~~ an estimation, the retailer must clearly specify on the ~~customer's~~ bill that –
 - (a) the retailer has based the bill ~~upon~~ an estimation; and
 - (b) the retailer will ~~tell~~ 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 an estimation; and
 - (ii) a meter reading.
- ~~(3)~~(2) A retailer must ~~tell~~ provide to a customer on request ~~the~~ –
 - (a) the basis for the estimation; and
 - (b) the reason for the estimation.
- (3) A retailer must comply with clause (15)(2) –
 - (a) within 5 business days of the customer making the request; or
 - (b) if the retailer requires information from the distributor to be able to provide the information, within 5 business days of the retailer receiving that information from the distributor.

~~4.9— Adjustments to subsequent bills~~

~~If a retailer gives a customer an estimated bill and the meter is subsequently~~

~~read, the retailer must include an adjustment on the next bill to take account of the actual meter reading in accordance with clause 4.19.~~

16. Customer may request meter reading Replacement of estimation with actual value [was 4.10]

(1) This clause applies if –

(a) If a retailer has based a bill upon 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 ~~reading of the customer's meter 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. ~~do so.~~

Division 4 – ~~Meter testing~~Change of tariffs

4.14 ~~Customer requests testing of meters or metering data~~

~~(1) If a customer –~~

~~(a) requests the meter to be tested; and~~

~~(b) pays the retailer's reasonable charge for testing the meter (if any); the retailer must request the distributor or metering agent to test the meter.~~

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

Division 5 – ~~Alternative Tariffs~~

17. Customer ~~applications~~request for change of tariff [was 4.12]

(1) If a ~~A~~ retailer offers ~~must comply with subclause (2) if the retailer offers alternative tariffs and a customer –~~

(a) ~~applies to~~ requests the retailer to transfer from that customer's current tariff to another ~~receive an alternative~~ 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. ~~eligibility for the alternative tariff~~

(2) The retailer must ~~change transfer~~ the customer to the ~~alternative tariff other tariff referred to in subclause (1)(a)~~ within 10 business days ~~after of~~ the customer ~~satisfying these conditions.~~complies with subclause (1)(b).

(3) If a customer transfers from 1 tariff to another under this clause ~~For the purposes of subclause (1),~~ the effective date of ~~change will be~~ the transfer is the date on which the last meter reading ~~at the previous tariff was~~ is obtained. ~~or~~

(a) ~~the date the meter adjustment is completed, if the change requires an adjustment to the meter at the customer's supply address.~~

18. **Written notification of a change to an alternative tariff** Tariff change if former tariff unavailable [was 4.13]
- (1) ~~This clause applies if a customer's gas use at the customer's supply address changes or has changed; and the~~ a customer is no longer eligible to ~~continue to~~ receive a tariff under which the customer is currently supplied gas at the customer's supply address. ~~an existing, more beneficial tariff~~
 - (2) ~~The a retailer must, prior to before~~ changing the customer to another the tariff, notify the customer ~~applicable to the customer's use of gas at that supply address, give the customer written notice~~ of the proposed change.

Division 75 – Review of bill and meter testing

19. Review of bill [was 4.15]

- (1) ~~If Subject to~~ 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 paying –
 - (i) that portion of the bill under review that the customer and the a retailer agree is not in dispute; or
 - (ii) an amount equal to the average amount of the customer's bills over the previous 12 months (excluding the bill in dispute).

~~whichever is less; and~~

~~paying any future bills that are properly due,~~

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

4.16—Procedures following a review of a bill

- (2) If, after conducting a review of a bill, a retailer is satisfied that the bill ~~is~~ –
 - (a) is correct, the retailer –
 - (i) may require the a customer to pay the ~~unpaid~~ amount (if any) of the bill that is still outstanding; and
 - (ii) must advise the customer that the customer may request ~~the retailer to arrange~~ a meter test; ~~in accordance with applicable law;~~ and
 - (iii) must advise the customer of the existence and operation of the retailer's ~~internal~~ standard complaints and dispute resolution procedures and details about making a handling processes and details of any applicable external complaints to the gas ombudsman; handling processes,

or
 - (b) is incorrect, the retailer –
 - (i) must ~~adjust the bill in accordance with clauses 4.17 and 4.18.~~ comply with clause 21 or 22, 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 A 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, ~~under clause 4.15,~~ the retailer must ~~provide~~ notify the customer ~~with notification~~ 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.

20. Meter testing

- (1) If a customer:
 - (a) requests the meter to be tested; and
 - (b) pays the retailer's reasonable charge for testing the meter (if any), the retailer must request the distributor or metering agent to test the meter.
- (2) If the meter is tested and found to be incorrect or defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.

Division 68 – Undercharging and, overcharging ~~and adjustment~~

21. Undercharging [was 4.17]

- ~~(1) This clause 4.17 applies whether the undercharging became apparent through a review under clause 4.15 or otherwise.~~
- ~~(2)~~(1) If a retailer proposes to recover an amount that has been undercharged, ~~as a result of an error, defect or default for which the retailer or distributor is responsible (including where a meter has been found to be defective),~~ the retailer must –
 - ~~(a) subject to subclause (b),~~ limit the amount to be recovered to no more than the amount undercharged in the 12 months ~~prior to~~before the date on which the retailer notified the customer ~~of the~~that ~~undercharging had occurred;~~ and
 - 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
 - unless subclause (3) applies, not charge the customer interest on the amount to be recovered or require the customer to pay a late payment fee; and
 - in the case of a residential customer – offer the customer time to pay the amount to be recovered by means of a payment plan in accordance with clause 376 for a period at least equal to the period over which the recoverable undercharging occurred.
 - ~~(b) other than in the event that the information provided by a customer is incorrect, if a retailer has changed the customer to an alternative tariff in the circumstances set out in clause 4.13 and, as a result of the customer being ineligible to receive the tariff charged prior to the change, the retailer has undercharged the customer, limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the retailer notified the customer under clause 4.13;~~

- ~~(c) — notify the customer of the amount to be recovered no later than the next bill, together with an explanation of that amount;~~
- ~~(d) — subject to subclause (3), not charge the customer interest on that amount or require the customer to pay a late payment fee; and~~
- ~~(e) — in relation to a residential customer, offer the customer time to pay that amount by means of an instalment plan in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable undercharging occurred.~~
- (2) Subclause (1)(a), (c) and (d) do not apply if the undercharging has occurred because the customer has denied access to the meter at the supply address for more than 12 months.
- (3) If, after notifying a customer of the amount to be recovered in accordance with subclause (1)(b), the customer fails to pay the amount by the due date and does not enter into a payment plan under subclause (1)(d) (if that subclause applies), a retailer may do either but not both of the following
 - (a) charge the customer interest on the amount from the due date; or
 - (b) require the customer to pay a late payment fee.
- ~~(3) — If, after notifying a customer of the amount to be recovered in accordance with subclause (2)(c), the customer has failed to pay the amount to be recovered by the due date and has not entered into an instalment plan under subclause (2)(e), a retailer may charge the customer interest on that amount from the due date or require the customer to pay a late payment fee.~~
- ~~(4) — For the purpose of subclause (2), an undercharge that has occurred as a result of a customer denying access to the meter is not an undercharge as a result of an error, defect or default for which a retailer or distributor is responsible.~~

22. Overcharging [was 4.18]

- ~~(1) — This clause 4.18 applies whether the overcharging became apparent through a review under clause 4.15 or otherwise.~~
- (1) If a customer (including a customer who has vacated the supply address) has been overcharged ~~as a result of an error, defect or default for which a retailer or distributor is responsible (including where a meter has been found to be defective)~~, the retailer must use its best endeavours to inform the customer of the amount overcharged ~~accordingly~~ within 10 business days ~~of~~ after the retailer ~~becoming~~ becomes aware of the ~~error, defect or default~~ overcharging and, subject to this clause subclauses (6) and (7), ~~ask the customer for instructions as to whether the amount should be~~ credited to –
 - ~~(a) — credited to the customer's next bill account; or~~
 - ~~(b) — repaid to the~~ a bank account nominated by the customer, or
 - ~~(c) —~~ included as a part of a new bill smoothing arrangement if the overcharge arises as part of a prior bill smoothing arrangement
- (2) If a retailer receives instructions under subclause (21), the retailer must deal with pay the amount in accordance with the customer's instructions within 12 business days ~~of~~ after receiving the instructions.
- (3) However, if a retailer does not receive instructions under subclause (21) within 5 business days of after making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's next bill account.
- (4) If a customer has been overcharged an amount that is less than \$100, the

retailer may credit the amount to the customer's next bill instead of complying with subclause (1).

- (5) No interest ~~shall accrue to a credit or refund referred to in subclause (2) is~~ payable on an amount that has been overcharged.
- ~~If the amount referred to in subclause (2) is less than \$100, a retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and—~~
- ~~(a) ask the customer for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or~~
- ~~(b) credit the amount to the customer's next bill.~~
- (6) Despite subclause (1) to (5), if a customer has been overcharged ~~by a retailer,~~ and the customer owes a debt to the retailer, ~~then provided that the customer is not a residential customer experiencing payment difficulties or financial hardship,~~ the retailer may, after giving ~~with written~~ 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,
- ~~(a) Not Used~~
- ~~(b) Not Used~~
- (8) If owed to the retailer. If, after the set off, there remains an amount of in credit after a set-off under subclause (6), the retailer must deal with the that amount of credit in accordance with subclause (2) (1) to (4) (depending on the amount that remains in credit). ~~or, if the amount is less than \$100, subclause (6).~~

23. Adjustments

- ~~(1) If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of a customer, the retailer must—~~
- ~~(a) limit the amount to be recovered to no more than the amount of the adjustment for the 12 months prior to the date on which the meter was read on the basis of the retailer's estimate of the amount of the adjustment for the 12 month period taking into account any meter readings and relevant seasonal and other factors agreed with the customer;~~
- ~~(b) notify the customer of the amount of the adjustment no later than the next bill, together with an explanation of that amount;~~
- ~~(c) not require the customer to pay a late payment fee; and~~
- ~~(d) in relation to a residential customer, offer the customer time to pay that amount by means of an instalment plan in accordance with clause 6.4(2) and covering a period at least equal to the period to which the adjustment related.~~
- ~~(2) If the meter is read under either clause 4.6 or clause 4.3(2)(d) and the amount of the adjustment is an amount owing to the customer, the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to subclauses (5) and (7), ask the customer for instructions as to whether the amount should be~~
- ~~—~~

- (a) ~~credited to the customer's account;~~
- (b) ~~repaid to the customer, or~~
- (c) ~~included as a part of the new bill smoothing arrangement if the adjustment arises under clause 4.3(2)(a)-(b).~~
- (3) ~~If a retailer received instructions under subclause (2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.~~
- (4) ~~If a retailer does not receive instructions under subclause (2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.~~
- (5) ~~If the amount referred to in subclause (2) is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read; and~~
 - (a) ~~ask the customer for instructions under subclause (2), (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or~~
 - (b) ~~credit the amount to the customer's next bill.~~
- (6) ~~No interest shall accrue to an adjustment amount under subclause (1) or (2).~~
- (7) ~~If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided that the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (5).~~
 - (a) ~~Not used~~
 - (b) ~~Not used~~

Division 6 ~~7~~ – Final bill

23. Request for final bill [was 4.14]

- (1) If a customer requests a ~~the~~ retailer to arrange for the preparation and issue of a final bill at for the customer's supply address, the retailer must use reasonable its best endeavours to arrange for –
 - (a) a meter reading; and
 - (b) the preparation and issue of a final bill for the supply address ~~that bill~~ in accordance with the customer's request.
- (2) Unless subclause (4) applies, if the ~~a~~ customer's account is in credit at the time of account closure, ~~subject to subclause (3),~~ a retailer must, at the time of the final bill, ask the customer for instructions as to whether the customer requires the retailer to transfer the amount of 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. ~~;~~ and
- (3) The retailer must credit the account, or pay the amount of credit in accordance with the customer's instructions under subclause (2), transfer the amount of

credit within –

(a) 12 *business days* ~~of~~ after receiving the instructions; or

(b) another period ~~other such time as~~ 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 a retailer, the *retailer* may, ~~with written~~ after giving notice to the *customer*, use that credit to set off the debt. ~~owed to the retailer.~~

(5) If, after ~~the a~~ set-off under subclause (4), there remains an amount of credit, the *retailer* must deal with the ~~ask the customer for instructions to transfer the remaining amount of credit~~ amount in accordance with subclauses (2) and (3).

Division 8 – Providing bills under standard form contracts

24. 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.

(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.

Division 9 – Prohibition on charging for paper billing

25. Prohibition on charging for paper billing

(1) A retailer must not charge the following customers any amount of money for the provision of a paper bill –

(a) customers that are receiving concessions;

(b) customers experiencing financial hardship; or

(c) vulnerable customers

Part 5 – Payment

25-26. Payment date ~~Due dates for payment*~~ [was 5.1]

The ~~due~~ date by which ~~on~~ a bill must be paid must be not earlier than ~~at least~~ 12 *business days* from the ~~date of that bill~~ issue date. ~~unless otherwise agreed with a customer.~~

~~Unless a retailer specifies a later date, the date of dispatch is the date of the bill.~~

26-27. Minimum Payment methods* [was 5.2]

(1) A retailer must accept payment in the following ways ~~Unless otherwise agreed with a customer, a retailer must offer the customer at least the following payment methods –~~

(a) in person at 1 or more payment outlets located within the ~~Local~~ local ~~Government~~ Government ~~D~~district of the *customer's* supply address;

- (b) by telephone;
 - (c) by post; ~~mail~~;
 - (d) for ~~residential~~ Centrelink customers – by Centrepay;
 - (e) by electronic funds transfer. ~~electronically by means of BPay or credit card;~~
~~by telephone by means of credit card or debit card.~~
- (2) This clause does not limit any other method for payment of a bill that may be agreed between the retailer and the customer, including the option of payment by direct debit.

5.3 — Direct debit

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

2728 Payment in advance ^{*} [was 5.4]

- (1) Subject to ~~subclause this clause~~ (6), a retailer must accept payment in advance from a customer ~~on request~~.
- (2) ~~Acceptance of an advance payment by a~~ A retailer will is not required ~~to the retailer to credit any interest to an the~~ amounts paid in advance.
- (3) ~~Subject to clause 6.9, for the purposes of subclause (1),~~ The amount of \$20 is the minimum amount ~~for which that~~ a retailer will is required to accept ~~advance as a~~ payment in advance from a customer (although the retailer may accept a lower amount if it thinks fit) ~~unless otherwise agreed with a customer.~~
- (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 ~~be no~~ not be less than \$100.
- (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 ~~where if~~ the customer's account is in credit for ~~an amount in excess of~~ more than the *maximum credit amount*.
- (8) If a customer's account is in credit for ~~an amount exceeding~~ 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.

28-29. Redirection of bills ~~Absence or illness~~ [was 5.5]

~~If a residential customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a A retailer must re-direct a offer the residential customer's bill to a different address (including to an email address or a different email address) on the request redirection of the residential customer's request and bill to a third person at no charge.~~

29-30. Late payments fee [was 5.6]

- (1) A retailer must not charge a residential customer a late payment fee in connection with the payment of a bill if –
 - (a) ~~Not used~~ 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) the *customer* being given additional time to pay a bill ~~a payment extension~~ under Part 6, and the *customer* pays the bill by the ~~agreed~~ new due date; or
 - (iii) ~~an instalment~~ a payment plan under Part 6, and the *customer* is making payments in accordance with the ~~instalment 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 ~~to~~ the *gas ombudsman* and –
 - (i) if the complaint has been made to the retailer – the *complaint* has not been *resolved* by the *retailer*; or
 - (ii) the *complaint* has been ~~is~~ *resolved* by the *retailer* in favour of the *customer*, ~~or~~ ~~If the complaint is not resolved in favour of the residential customer, any late payment fee shall only be calculated from the date of the retailer's decision; or~~
 - (iii) if the complaint has been made to the gas ombudsman – the *complaint* has not been determined, or has been upheld by the *gas ombudsman* ~~(if a complaint has been made to the gas ombudsman). If the complaint is determined by the gas ombudsman in favour of the retailer, any late payment fee shall only be calculated from the date of the gas ombudsman's decision;~~ or
 - (d) the *customer* is ~~assessed by the retailer under clause 6.1(1) as being in a~~ residential 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* ~~will~~ 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 gas 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~~ from the ~~date~~ day on which the residential customer of receives receipt of the previous late payment fee notice.
 - (5) A *retailer* must not charge a *residential customer* more than ~~23~~ late payment fees in relation to the same bill or more than 12 late payment fees in a ~~year~~ 12-month period.
 - (6) If a *residential customer* has been assessed as ~~being in a residential customer experiencing financial hardship under clause 6.1(1)~~, a *retailer* must retrospectively waive any late payment fee charged under the *residential customer's* last bill ~~prior to~~ before the assessment ~~being~~ was made.

30.31. Vacating a supply address* [was 5.7]

- (1) ~~Subject to~~ Except as set out in this clause, if a *customer* ~~giving~~ gives notice a retailer notice; and vacates the customer vacating the *supply address* ~~at~~ within the time specified in the notice, the *retailer* must not require the *customer* to pay for gas 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, in any other case, unless the *retailer* and the *customer* have agreed to an alternative date.~~
- (2) If a *customer* reasonably demonstrates to a *retailer* that the *customer* was evicted or otherwise required to vacate the *supply address*, the *retailer* must not require the *customer* to pay for gas 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) ~~Notwithstanding~~ Despite subclauses (1) and (2) if –
 - (a) if the a *retailer* and a *new* *customer* enter into a ~~new~~ contract for the *supply address*, the *retailer* must not require the previous *customer* to pay for gas consumed at the ~~customer's~~ *supply address* from the date ~~that the new~~ on which the contract with the new *customer* becomes effective; and
 - (b) if a new ~~another~~ *retailer* becomes responsible for the supply of gas to the *supply address*, the previous *retailer* must not require the *customer* to pay for gas consumed at the *customer's supply address* from the date on which the new ~~that the other~~ *retailer* becomes responsible and
~~the *supply address* is disconnected, the *retailer* must not require the *customer* to pay for gas consumed at the *customer's supply address* from the date that disconnection occurred.~~
- (5) Notwithstanding subclauses (1), (2) and (4), a *retailer's* right to payment does not terminate ~~with regard to~~ in relation to any amount that was due up until the termination of the *contract*.

31-32. Debt collection [was 5.8]

- (1) A *retailer* must not commence proceedings for recovery of a debt –
 - (a) from a *residential customer* who has informed the *retailer* in accordance with clause ~~6.1(1) 33~~ 34 that the *residential customer* is experiencing ~~payment difficulties~~ payment problems or financial hardship, unless and until the *retailer* has complied with all the requirements of clause ~~6.1 33~~ 34 and (if applicable) clause ~~6.34 35~~ (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 gas to that *customer's supply address*.
- (3) If a *customer* with a debt owing to a *retailer* requests the *retailer* to transfer the debt to another *customer*, the *retailer* may transfer the debt to the other *customer* ~~provided that~~ if the *retailer* obtains the other *customer's verifiable consent* to the transfer.

~~Not used~~

32-33. Simultaneous payments for gas and electricity [was 5.10]

- (1) ~~If~~ **Where** a *retailer* and a *residential customer* have entered into –
- (a) a *dual fuel contract*, or
 - (b) separate *contracts* for the supply of electricity and 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 *residential customer* and the *residential customer* does not pay the entire amount owing under that bill or those bills,the *retailer* must:
 - (c) apply a payment received from a *residential customer* for charges for the supply of electricity or gas respectively as agreed between the *retailer* and the *residential customer* in a written agreement; or
 - (d) if no agreement is in place between the *retailer* and the *residential customer*, apply a payment received from the *residential customer* for charges for the supply of electricity or gas respectively as directed by the *residential customer*, or
 - (e) if subclauses (c) and (d) do not apply, apply the payment in proportion to the relative value of each of the charges.

Part 6 ~~Payment difficulties & financial hardship~~ assistance

Division 1 – Assessment of financial situation

33-34. Assessment [was 6.1]

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

~~6.2~~ — ~~Temporary suspension of actions~~

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

~~(4) — If a relevant consumer representative is unable to assess a residential customer's capacity to pay within the period referred to in subclause (3) and the residential customer or relevant consumer representative requests additional time, a retailer must give reasonable consideration to the residential customer's or relevant consumer representative's request.~~

~~6.3 — Assistance to be offered~~

~~(1) — If the assessment carried out under clause 6.1 indicates to a retailer that a residential customer is experiencing —~~

~~(a) — payment difficulties, the retailer must —~~

~~(i) — offer the residential customer the alternative payment arrangements referred to in clause 6.4(1); and~~

~~(ii) — advise the residential customer that additional assistance may be available if, due to financial hardship, the residential customer would be unable to meet its obligations under an agreed alternative payment arrangement; or~~

~~(b) — financial hardship, the retailer must offer the residential customer —~~

~~(i) — the alternative payment arrangements referred to in clause 6.4(1); and~~

~~(ii) — assistance in accordance with clauses 6.6 to 6.9.~~

~~(2) — Subclause (1) does not apply if a retailer is unable to make an assessment under clause 6.1 as a result of an act or omission by a residential customer.~~

Division 2 – Residential customers experiencing payment difficulties or financial hardship Payment assistance

3435 Alternative payment arrangements Payment assistance [was 6.4]

(1) Subject to this Division, a retailer must make the following available to offer a residential customers ~~who is experiencing payment difficulties or financial hardship at least the following payment arrangements —~~

(a) additional time to pay a bill; and

(b) a payment plan for the amount owing.

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

~~In this clause “fee” means any fee or charge in connection with the establishment or operation of the instalment plan or other arrangement which would not otherwise be payable if the residential customer had not entered into the instalment plan or other arrangement.~~

(2) However, a customer is only entitled to select 1 option under subclause (1) once per bill.

(3) A retailer must offer a residential customer who is 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 clause ~~38~~ 39.

3536 Limits to payment extensions

If a *residential customer* has, in the previous 12 months, on at least had 2 occasions, failed to pay a bill within a period of additional time made available under clause 34-35(1)(a), a retailer is not required to offer the customer additional time under clause 34 35(1)(a).

3637 Payment plans [was 6.4]

(1) ~~When offering or amending an instalment plan,~~ A retailer must ensure that the instalment a payment plan for a residential customer is fair and reasonable, taking into account –

- (a) information about a the residential customer's capacity to pay and consumption history; and
- (b) ~~comply with subclause (3)~~ 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 instalment plans payment plans cancelled due to non-payment, a retailer does not is not required to offer the that residential customer another instalment plan payment plan under subclause (1), this Division unless the retailer is satisfied that the residential customer will comply with the instalment plan payment plan.

(4) For the purposes of subclause (3), cancellation does not include the variation of a payment plan under clause 387.

(5) If a *residential customer* accepts ~~an instalment a payment plan offered by a retailer,~~ the retailer must within 5 business days ~~of the residential after the customer accepts accepting~~ the payment instalment plan, provide the *residential customer* with information in writing or by *electronic means* that specifies:

- (a) the terms of the instalment payment plan, ~~(including the number and amount of payments, the amount of each payment, when each payment must be made duration of payments~~ and how the payments are calculated); and
- (b) the consequences of not complying with adhering to the payment instalment plan; and
- (c) the importance of making contact contacting with the *retailer* to ask for further assistance if the *residential customer* cannot ~~meet or continue to meet~~ comply with, or continue to comply with, the instalment payment plan terms, and

~~notify the residential customer in writing or by electronic means of any amendments to the instalment plan at least 5 business days before they come into effect (unless otherwise agreed with the residential customer) and provide the residential customer with information in writing or by~~

~~electronic means that clearly explains and assists the residential customer to understand those changes.~~

- (6) However, the retailer is not required to comply with subclause (5) if the retailer has provided to the residential customer the information referred to in that subclause within the preceding 12 months.

~~For the purposes of subclause (4), cancellation does not include the revision of an instalment plan under clause 6.7.~~

37-38. Variation of payment plans

- (1) A retailer must review a payment plan at the request of a residential 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 agree to undertake 1 or more additional reviews 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 in writing or by electronic means that clearly explains, and assist the customer to understand, the variation.
- (4) The retailer must not vary a payment plan without the customer's agreement.
- (5) An agreement under subclause (5) must relate to the particular variation rather than under a general agreement to future variations.
- (6) Nothing in this clause prevents a retailer from cancelling a payment plan if the customer fails to comply with the payment plan.

Division 3 - Additional assistance available to residential customers experiencing financial hardship

~~6.5—Definitions~~

~~In this division—~~

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

~~6.2—Subdivision 1—Specific assistance available~~

38-39. Reduction of fees, charges or and debt and provision of advice

- (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 ~~giving reasonable consideration~~ acting under subclause (1), a retailer ~~should refer~~ must take into account its to the hardship policies and procedures under referred to in clause ~~40 39~~ 6.10(3).

~~6.7—Revision of alternative payment arrangements~~

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

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

6.8—Provision of information

- (3) A retailer must advise a customer experiencing financial hardship of the –
 - (a) customer's right to have the bill ~~redirected~~ redirected to a different address (including an email address) at no charge ~~to a third person; and~~
 - (b) payment methods available to the customer; and
 - (c) concessions that may be available to the customer and how to access them;
 - (d) different types of tariffs that may be available to the customer;
 - (e) independent financial counselling services and *relevant consumer representatives* available to assist the customer; and
 - (f) availability of any other financial assistance ~~and grants schemes that the offered by the retailer; should reasonably be aware of~~ and how to access this assistance. ~~hem.~~

6.9—Payment in advance

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

Subdivision 2—Hardship policy and hardship procedures

39.40. Obligation to develop Hardship policy and hardship procedures [was 6.10]

- (1) A retailer must develop, maintain and implement a hardship policy and hardship procedures to assist customers experiencing financial hardship ~~in to~~ meet ~~meeting~~ their financial obligations and responsibilities to the retailer.
- (2) The hardship policy must –
 - (a) include a statement encouraging customers to contact their retailer if they a customer is are having trouble paying experiencing problems paying their 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 and/or waive fees, charges and 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 in financial hardship or payment difficulties in accordance with Part 6 of the *Compendium* (other than the retailer's requirement to advise the customer of the ability to pay in advance and the matters referred to in clauses ~~6-8~~ 38 39(3)(a), (b) and (d));

- (ii) [a statement](#) that the *retailer* offers *residential customers* the right to pay their bills 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](#)
~~information on the availability of independent multi-lingual services;~~
~~information on the availability of TTY services;~~
~~be available on the retailer's website;~~
- (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*; [and](#)
- (3) The hardship procedures must –
- ~~be developed in consultation with relevant consumer representatives;~~
- (a) provide for the training of staff (including *call centre* staff, [field officers and](#) all subcontractors employed to engage with *customers experiencing financial hardship*) ~~and field officers about~~ [on](#) issues related to *financial hardship* and its impacts, and how to deal sensitively and respectfully with *customers experiencing financial hardship*; [and](#)
- ~~Not used~~
- (b) include guidance –
- that assists the *retailer* in identifying *residential customers* who are experiencing *financial hardship*; [and](#)
 - that assists the *retailer* in determining a *residential customer's* usage needs and capacity to pay when determining the [terms conditions](#) of a ~~an~~ *instalment payment plan*; [and](#)
[about the](#) ~~for~~ suspension of disconnection and debt recovery procedures; [and](#)
 - ~~on~~ [about](#) the reduction ~~and/or~~ waiver of fees, charges ~~and~~ [or](#) debt; and
 - [about](#) ~~on~~ 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*.
- ~~If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge.~~
- (4) [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.

~~Not used~~

(5) A retailer must

(a) provide a copy of its hardship policy to the Authority; and

(b) provide a copy of the amended hardship policy to the Authority within 5 business days if it makes a material amendment to the policy.

(6) If directed by the Authority, a retailer must, within a period specified by the Authority –

(a) review its hardship policy ~~and or~~ hardship procedures; and

(b) ~~in consultation with relevant consumer representatives for the purposes of the review; and~~

~~and submit to the Authority the results of the review within 5 business days after it is completed.~~ the review to the Authority, that

(7) A retailer must comply with the Authority's Financial Hardship Policy Guidelines.

(8) ~~If a retailer makes a material amendment to the retailer's hardship policy, the retailer must consult with relevant consumer representatives, and submit to the Authority a copy of the retailer's amended hardship policy with 5 business days of the amendment.~~

Division 4 – Business customers experiencing payment difficulties

40.41. Alternative payment arrangements [was 6.11]

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

Part 7 – Disconnection & interruption

Division 1 – Conduct in relation to disconnection or interruption

Subdivision 1 – Disconnection for failure to pay bill

41.42. General requirements [was 7.1]

- (1) ~~Prior to~~ Before arranging for the disconnection of a *customer's supply address* for failure to pay a bill, a *retailer* must –
 - (a) not less than 14 *business days* from the ~~date of dispatch of the~~ bill ~~give the customer a reminder notice~~ issue date, give to the customer a written notice (a reminder notice), that sets out including –
 - (i) the *retailer's telephone* number for billing and payment enquiries; and
 - (ii) ~~advice on~~ how the *retailer* may assist ~~if in the event~~ the *customer* is experiencing ~~payment problems paying the bill~~ difficulties or financial hardship; and
 - (iii) requiring payment to be made on or before the day not less than 20 *business days* after the day on which the bill was issued;
 - (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 22 *business days* from the ~~date of dispatch of the~~ bill issue date, advising the *customer* –
 - (i) that the *retailer* may disconnect the *customer's supply address* ~~not less than~~ with at least 10 *business days* ~~days' notice to the customer after the day on which the disconnection warning is given;~~ and
 - (ii) of the existence and operation of *complaint* handling processes including the existence and operation of the *gas ombudsman* and the ~~Freecall telephone number~~ contact details for of the *gas ombudsman*.
- (2) For the purposes of subclause (1), a *customer* has failed to pay a *retailer's* bill if the *customer* has not –
 - (a) paid the ~~retailer's~~ bill by the due date;
 - (b) agreed with the *retailer* to an offer of ~~an instalment~~ a payment plan or other payment arrangement to pay the ~~retailer's~~ bill; or
 - (c) adhered to the *customer's* obligations to make payments in accordance with an agreed ~~instalment~~ payment plan or other payment arrangement relating to the payment of the ~~retailer's~~ bill.

42.43. Limitations on disconnection for failure to pay bill [was 7.2]

- (1) ~~Notwithstanding~~ Despite clause ~~7.4~~ 41 42, a *retailer* must not arrange for the disconnection of a *customer's supply address* for failure to pay a bill –
 - (a) within 1 *business day* after the expiry of the period referred to in the disconnection warning;
 - (b) if the ~~retailer has made the residential customer an offer in accordance with clause 6.4(1) and the residential customer has accepted the offer before the expiry of the period specified by the retailer in the disconnection warning~~ 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 bill; or

- (c) if -
 - (i) the customer is a residential customer, and
 - (ii) the outstanding amount is less than \$300; and
 - (iii) the customer contacts and agrees with the retailer to pay this amount; or
 - ~~(i) accepted the offer before the expiry of the period specified by the retailer in the disconnection warning; and~~
 - ~~(ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the retailer in the disconnection warning;~~
 - ~~(c) if the amount outstanding is less than an amount approved and published by the Authority in accordance with subclause (2) and the customer has agreed with the retailer to repay the amount outstanding;~~
 - (d) if the customer informs the retailer, or the retailer is otherwise aware, that the customer has made an application applied for a concession ~~administered by the retailer~~ and a decision on the application has not ~~yet~~ been made; or
 - (e) if the ~~customer has failed to pay an~~ amount the customer has failed to pay which does not relate to the supply of gas; or
 - (f) if the bill does not relate to the supply address ~~does not relate to the bill, unless the other than if the bill -amount outstanding~~ relates to a supply address previously occupied by the customer; ~~or~~
 - (g) where a residential customer has been assessed by a retailer under clause ~~33~~ 34(1) as experiencing ~~payment difficulties or~~ financial hardship, without the retailer having provided the customer with information on the types of concessions available to the customer.
- (2) ~~For the purposes of subclause (1)(c), the Authority may approve and publish, in relation to failure to pay a bill, an amount outstanding below which a retailer must not arrange for the disconnection of a customer's supply address.~~

43-44. Dual fuel contracts [was 7.3]

- (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 residential customer, and
- (2) If the retailer is permitted to and wishes to arrange for disconnection of the supply of electricity and gas to the residential customer's supply address for failure to pay a bill, the retailer must arrange for the disconnection of the supply of gas in priority to the disconnection of the supply of electricity.

Subdivision 2 – Disconnection for denying access to meter

44.45. ~~General requirements~~ Disconnection for denying access to meter [was 7.4]

- (1) Subclause (2) applies if, for at least the time period that is required to issue 3 consecutive bills, a customer does not provide the retailer or distributor (or a representative of the retailer or 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, a retailer ~~must not~~ may arrange for the disconnection of ~~a the~~ customer's supply address ~~for denying access to the meter, unless if~~ –
~~the customer has denied access for the purpose of reading the meter for the purposes of issuing 3 consecutive bills;~~
- (a) The retailer, on at least 1 occasion, ~~has, prior to giving~~ gives the customer ~~a disconnection warning under subclause (e),~~ written notice –
- (i) ~~giving at least each time it was denied access given the customer in writing 5 business days' notice of a date on which, or a~~ advising the customer of the next date or timeframe during which, the customer is requested to ~~of a scheduled meter reading at the supply address; requesting- provide safe~~ access to the meter ~~at the~~ supply address in order for the retailer or distributor (or representative) to gain access to the meter ~~for the purpose of the scheduled meter reading;~~ and
- (ii) 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 retailer has given~~ the customer ~~fails an opportunity~~ 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~~ uses its best endeavours to contact the customer to advise of the proposed disconnection on account of that failure; and
- (d) the retailer ~~has given~~ gives 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 distributor (or a representative of the retailer or 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.
- ~~(2) A retailer may arrange for a distributor to carry out 1 or more of the requirements referred in subclause (1) on behalf of the retailer.~~
- (4) If this subclause applies, the retailer may arrange for the disconnection of the customer's supply address ~~for~~ if –
- (a) the retailer, on at least 1 occasion, gives 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; and

(iii) advising the customer of the retailer's ability to arrange for disconnection if the customer fails to provide safe access in accordance with the requirements of the notice or by providing reasonable alternative access arrangements; and

(b) the customer fails 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 ~~limitation~~ on disconnection

45-46. General limits ~~limitation~~ on disconnection [was 7.6]

- (1) ~~Subject to~~ Unless subclause (3) applies, a retailer must not arrange for disconnection of customer's supply address if:
- (a) the customer makes a complaint ~~has been made~~ 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 is notified by the distributor, gas ombudsman or an external dispute resolution body that the customer has made ~~there is~~ a complaint that is directly related to the reason for the proposed disconnection ~~that has been made to the distributor, gas ombudsman or external dispute resolution body~~ and the complaint has is not been resolved by the ~~retailer or distributor~~ or determined by the gas ombudsman or external dispute resolution body (as the case may be).
- (2) ~~Subject to~~ Unless subclause (3) applies, a distributor must not *disconnect a customer's supply address* –
- (a) if:
- (i) the customer has made a complaint ~~has been made a complaint~~ to the distributor directly ~~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 is been notified by a retailer, the gas ombudsman or an external dispute resolution body that the there customer has made is a complaint that is, directly related to the reason for the proposed disconnection ~~, that has been made to the retailer, gas ombudsman or external dispute resolution body~~, and the complaint has is not been resolved by the retailer or ~~distributor or~~ determined by the gas ombudsman or external dispute resolution body (as the case may be); or
- (b) during any time:
- (i) after 3.00 pm Monday to Thursday; or
- (ii) on a Friday, Saturday, Sunday, *public holiday* or on the *day* before a *public holiday*.
- (3) Subclause (1) and (2) do not apply ~~A retailer or a distributor may arrange for disconnection or interruption of a customer's supply address~~ if —

- (a) the disconnection ~~was~~ is requested by the *customer*, or
- (b) there is a health or safety reason warranting the disconnection; or
- (c) ~~the disconnection or interruption was carried out for~~ there is an emergency warranting disconnection; or reasons;
~~the interruption was a planned interruption; or~~
- (d) ~~the disconnection or interruption was to prevent unauthorised utilisation.~~ gas has been illegally consumed at the supply address; or
- (e) the disconnection is a planned interruption.

Part 8 – Reconnection

46-47. Obligation on retailer to arrange reconnection by retailer* [was 8.1]

(1) This clause applies if –

- (a) ~~If a retailer has arranged for disconnection of a~~ the customer's supply address has been disconnected by, or at the request of, a retailer, and
- (b) the customer has ~~due to –~~
- (i) if relevant, rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer, and
~~failure to pay a bill, and the customer has paid or agreed to accept an offer of an instalment plan, or other payment arrangement;
the customer denying access to the meter, and the customer has subsequently provided access to the meter; or
illegal use of gas, and the customer has remedied that breach, and has paid, or made an arrangement to pay, for the gas so obtained,
the retailer must arrange for reconnection of the customer's supply address, subject to the customer making a~~
- (ii) made a request for reconnection; and ~~the customer paying the~~
- (iii) paid the retailer's ~~reasonable~~ charge for reconnection (if any), or ~~accepting an offer of entered into a~~ payment instalment plan for those charges ~~the retailer's reasonable charges for reconnection, if any.~~

(2) The retailer must arrange for the customer's supply address to be reconnected.

(3) For the purposes of subclause (4), ~~the~~ a retailer must forward the customer's request for reconnection to the relevant distributor –

- (a) if the request is received before 3pm on a business day - on that same ~~business day~~ business day, or
- (b) if the request is received after 3pm on a *business day* or on a Saturday, a Sunday or a *public holiday* – no later than 3pm on the next *business day*.

(4) ~~If a retailer does not forward the request for reconnection to the relevant distributor within the timeframes in subclause (2), the~~ Alternatively, a retailer will not be in breach of this clause 8.1 if the retailer may cause the customer's supply address to be reconnected by the distributor within the timeframes ~~in~~ in clause 8.2(2) as if the distributor has received the request for reconnection from the retailer in accordance with subclause (2) that apply under clause 47 48(4) or 47 48(5).

47-48. Reconnection by Obligation on distributor to reconnect supply address [was 8.2]

(1) If A distributor must reconnect a customer's supply address if –

- (a) ~~the distributor has disconnected a~~ customer's supply address on request by was disconnected by the customer's distributor at the request of the retailer, and
- (b) the retailer ~~has~~ forwards the customer's request for reconnection to the distributor, - subsequently requested the distributor to reconnect the customer's supply address, then, subject to the retailer complying with any retail market procedures applicable to that retailer, ~~the distributor~~

must reconnect the ~~customer's supply address~~.

- (2) ~~Subject to~~ Subclause (3) applies if –
- (a) ~~and for the purposes of subclause (1), a distributor must reconnect a customer's supply address within 2 business days of receipt of the request has been disconnected by a distributor otherwise that at the request of a retailer; and~~
- (b) the customer –
- (i) if relevant, rectifies the matter that led to the disconnection; and
- (ii) makes a request for reconnection; and
- (iii) pays 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 within 2 business days of receipt of the request.
- (5) Subclause (4) does not apply if:
- (a) ~~Subclause (2) does not apply where~~ a retailer has notified a distributor of a later date for reconnection, in which case, subject to this subclause, the distributor must reconnect a customer's supply address within 2 business days of that later date;
- (b) ~~in the event of~~ an emergency is present, in which case a distributor must reconnect a customer's supply address within 2 business days of the emergency ceasing to exist;
- (c) ~~if~~ a distributor's access to the supply address has been restricted, in which case the distributor must reconnect a customer's supply address within 2 business days of becoming aware that access to the customer's supply address is unrestricted;
- (d) ~~if~~ it is unsafe to reconnect the supply address, in which case a distributor must reconnect a customer's supply address within 2 business days of becoming aware that the safety issue has been resolved; or
- (e) ~~if~~ the reconnection requires excavation, in which case a distributor must reconnect a customer's supply address within 10 business days of receipt of the request to reconnect.
- (6) If any of the circumstances described in subclauses ~~(3)(b)~~ (5)(a) to (e) apply, a distributor must notify a retailer of the relevant circumstance that applies within 2 business days of receipt of the reconnection request made under subclause ~~(2)~~.
- (7) Notwithstanding subclauses (1), ~~(2)~~ and (3), if a distributor becomes aware that there has been unauthorised utilisation of gas at a customer's supply address, the distributor –
- (a) must notify a retailer of the unauthorised utilisation as soon as practicable; and
- (b) is not obliged to reconnect the customer's supply address until the issue is resolved.

Part 9—Not used

~~[NOTE: Part 9 is 'not used' to ensure conformity of numbering with the Code of Conduct for the Supply of Electricity to Small Use Customers.]~~

Part 10 9 – Information & and communication

Division 1 – Obligations ~~particular to~~ for retailers

~~48-49.~~ Tariff General information [was 10.1]

- (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 gas;
 - (ii) the typical running costs of major domestic gas 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 *gas ombudsman*; and
 - (g) a copy of the *Gas Marketing Code*; and
 - (h) a copy of this *Compendium*.
- (2) A retailer is not required to publish a copy of the Gas Marketing Code under subclause (1)(g) or this Compendium under subclause (1)(h) if it instead provides an electronic link to a website where a copy of this Compendium may be accessed.
- (3) 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*.
- (4) 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*.
- (5) The information or a copy of the information requested under this clause must be provided without charge.

~~49-50.~~ Information about tariffs, fees or charges

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

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

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

by the *customer*, the *retailer* must give the information in writing.

50-51. Information about variations to certain tariffs, fees or charges: regulated prices

- (1) This clause applies if to the following a *customer's* tariffs, fees or charges are set by the State Government and are not in the control of the *retailer* (*regulated prices*)
 - (a) a *customer's* tariffs, fees or charges that are set by the State Government; or
 - (b) a *customer's* tariffs, fees or charges that are set by a *retailer* where the *retailer* determines that tariff, fee, or charge by reference to a tariff, fee or charge set by the State Government; or
 - (a)(c) a *customer's* tariffs, fees or charges that are directly passed onto the *customer* by the *retailer* as the *retailer* is charged that tariff, fee, or charge by the *distributor*
- (2) A *retailer* must give notice to a *customer* of any variation to a tariff, fee or charge referred to in clause 51(1) ~~its *regulated prices*~~ that affects the *customer*.
- (3) The notice under clause 51(2) must be given no later than the next bill in the *customer's* billing cycle.
- (4) A *retailer* is not required to provide information under this clause if the variation of a tariff, fee or charge is a direct result of a benefit change and the *retailer* has already informed the *customer* of the change.

51-52. Information about variations to other tariffs, fees or charges: non-regulated prices

- (1) This clause applies if to any *customer's* tariffs, fees or charges that are not specified in clause 51(1) ~~set by the State Government and are in the control of the *retailer* (*non-regulated prices*)~~.
- (2) A *retailer* must give notice to a *customer* of any variation to a tariff, fee or charge referred to in clause 52(1) ~~its *non-regulated prices*~~ that affects the *customer*.
- (3) The notice under clause 52(2) must be given at least 5 *business days* before the variation will come into effect.
- (4) The notice under clause 52(2) 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* enters into the relevant contract with the *retailer* within 10 *business days* before the variation will come into 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 gas; 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 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; or
- (e) if the variation of a tariff, fee or charge is a direct result of a benefit change and the retailer has already informed the customer of the change

52-53. Historical billing data [was 10.2]

- (1) A retailer must give a customer on request the customer's billing data.
- (2) The retailer must give the ~~If a customer requests~~ billing data ~~under subclause (1)~~ at no charge if a 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.~~the retailer must give the billing data at no charge.~~
- (3) A retailer must give a customer the billing data requested under subclause (1) within 10 business days of the date of receipt of –
 - (a) the request; or
 - (b) payment for the retailer's reasonable charge for providing the billing data (if requested by the retailer).
- (4) ~~A retailer must keep a customer's billing data for 7 years.~~

10.3—Concessions

~~A retailer must give a residential customer on request at no charge—~~

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

10.4—Energy efficiency advice

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

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

53-54. Distribution matters [was 10.5]

- (1) If a customer asks a retailer for information relating to the distribution of gas, the retailer must –
 - (a) give the information to the customer; or
 - (b) ~~if the retailer cannot practicably provide the information to the customer;~~ refer the customer to the relevant ~~relevant~~ distributor for a response.

Not used

Not used

Division 2 – Obligations **particular to** for distributors

54.55. General information [was 10.6]

- (1) A distributor must publish on its website
 - ~~(a) give a customer on request, at no charge; or~~
 - ~~(b) direct the customer to a person or class of persons who can provide, the following information~~
 - ~~(c) an explanation for any unplanned interruption of supply to the customer's supply address;~~
 - ~~(d) advice on facilities required to protect the distributor's equipment;~~
 - ~~(e) advice on how to obtain information on protecting the customer's equipment;~~
 - ~~(f) advice on the customer's gas usage so that it does not interfere with the operation of a distribution system~~
 - (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) information on the distributor's requirements in relation to the customer's proposed new gas installation, or changes to the customer's existing gas installation, including advice about supply extensions;
 - (c) details of applicable connection and reconnection timeframes; and
 - (d) details of applicable connection and reconnection charges; and
 - (e) information relating to new connections or connection alterations; and
 - (f) general information on the safe use of gas; and
 - (g) general information on quality of supply; and
 - (h) general information on reliability of supply;
 - (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 gas ombudsman; and
 - (k) a copy of this Compendium.
- (2) The distributor is not required to publish a copy of this Compendium under subclause 1(k) if it instead provides an electronic link to a website where a copy of this Compendium may be accessed.
- (3) 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.
- (4) 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.
- (5) The information or a copy of the information requested under this clause must

be provided without charge.

~~10.7—Not used~~

~~10.8—Not used~~

Division 3 – Obligations **particular to** for retailers and distributors

~~55-56.~~ **Written information must be easy to understand [was 10.9]**

- (1) To the extent practicable, a *retailer* ~~and or~~ *distributor* must ensure that any written information that must be given to a *customer* by the ~~gas marketing agent, retailer or distributor~~ under the *Gas Marketing Code* ~~and or~~ the *Compendium* is —
 - (a) expressed in clear, simple and concise language; and
 - (b) ~~is~~ 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 a *gas marketing agent* acting on behalf of the *retailer*.

10.10 Gas Marketing Code and Compendium

- ~~(1)—A retailer must—~~
 - ~~(a)—advise a customer on request how the customer can obtain a copy of the *Gas Marketing Code* and the *Compendium*; and~~
 - ~~(b)—make electronic copies of the *Gas Marketing Code* and the *Compendium* available, at no charge, on the *retailer's* website.~~
 - ~~(c)—Not used.~~
- ~~(2)—A distributor must—~~
 - ~~(a)—advise a customer on request how the customer can obtain a copy of the *Compendium*; and~~
 - ~~(b)—make electronic copies of the *Compendium* available, at no charge, on the *distributor's* website.~~
 - ~~(c)—Not used.~~

~~56-57.~~ **Special information needs [was 10.11]**

- (1) A *retailer* and a *distributor* must make available to a *residential customer* on request, at no charge, services that assist the *residential customer* in interpreting understanding information provided by the *retailer* or *distributor* ~~to the residential customer~~ (including independent ~~multi-lingual and TTY~~ 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 its TTY services;~~
 - ~~(b) the telephone number for independent multi-lingual services; and~~
 - (a) the telephone number for interpreter services, identified by ~~together with~~

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 ~~on the~~ bill and bill related information (including, for example, the notice referred to in clause 11(3) 4.2 and statements relating to an ~~instal~~payment plan);
- (b) a reminder notice; and
- (c) a disconnection warning.

Division 4 – Disconnection or interruption for emergencies [was Subdivision 3]

57-58. ~~General requirements~~ Disconnection or interruption for emergencies [was 7.5]

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.

Part 10 – Complaints & dispute resolution [was Part 12]

58-59. Obligation to establish complaints handling process [was 12.1]

- (1) ~~A~~ Each retailer and distributor must develop, maintain and implement a standard internal process for handling complaints and resolving disputes ~~dispute resolution procedure.~~
- (2) The standard complaints and dispute resolution procedure ~~handling process under subclause (1)~~ must address (at least) –
 - (a) how *complaints* must be lodged by *customers*; and
 - (b) how *complaints* will be handled by ~~a~~ the retailer or distributor including –
 - (i) a right of a *customer* to have its a *complaint* considered by a senior employee ~~within each organisation of the retailer or distributor~~ if the *customer* is not satisfied with the manner in which the *complaint* is being handled; and
 - (ii) the information that will be provided to a *customer*, including in accordance with the requirements under clause 60 61;
 - and
 - (c) response times for *complaints*; and
 - (d) the method of response; and
 - (e) ~~detail how a retailer will handle complaints about the retailer, gas marketing agents or marketing; and~~
 - (f) ~~be available at no cost to customers.~~
- (3) The standard complaints and dispute resolution procedure must comply with ~~Australian Standard~~ AS/NZS 10002:2014 2022.

59-60. Acknowledgement of complaint and response times

~~For the purposes of subclause (2)(b)(ii)(B), a retailer or distributor must at least –~~

- ~~(c)(a) _____ When responding to a complaint, advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process); and~~
 - ~~(d)(b) _____ when a complaint has not been resolved internally in a manner acceptable to a customer, advise the customer –~~
 - ~~i. of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and~~
 - ~~ii. that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Freecall telephone number of the gas ombudsman.~~
- (1) ~~For the purpose of subclause (2)(b)(iii), a~~ 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*.

60-61. Advice about outcome of complaint

(1) A retailer or distributor must –

- (a) inform the customer 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 gas ombudsman; and**
 - (iii) of the contact details for the gas ombudsman.**

~~12.2—Obligation to comply with a guideline that distinguishes customer queries from complaints~~

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

~~12.3—Information provision~~

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

61-62. Obligation to refer complaint [was 12.4]

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

~~Part 11 – Not used~~

~~[NOTE: Part 11 is 'not used' to ensure conformity of numbering with the Code of Conduct for the Supply of Electricity to Small Use Customers.]~~

Part 11 Protections relating to family violence

62-63. 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 –
 - (i) that the retailer must take reasonable steps to protect the vulnerable customer's information if the customer requests the retailer to do so; and
 - (ii) about the consequences of being named on the account of a residential customer who is not a vulnerable customer; 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 Compendium or Gas Marketing 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 who is liable for the debt; and
 - (ii) the extent to which another person may have contributed to an amount owing for gas supplied to a vulnerable customer's supply address; and
 - (g) provide that the retailer will take into account the circumstances of a vulnerable customer before disconnecting the vulnerable customer's supply address for failure to pay a bill; and
 - (h) provide information about the operation of ~~section clause 643~~; 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
- (i) for printed copies of the family violence policy – be available in large-print copies.
- (3) The training required under subclause (2)(a) must satisfy at least 1 of the following requirements –
 - (a) it is reviewed by appropriate consumer representatives; or
 - ~~(a)(b)~~ It is developed in conjunction-consultation with appropriate consumer representatives; or-
 - ~~(b)~~ It is provided-delivered by appropriate consumer representatives.
- (4) Subclause (2)(g) does not apply in relation to former residential customers.
- (5) 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.
- (6) A retailer must consult with appropriate consumer representatives; 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) whenever the retailer is developing its family violence policy; or
 - (b) whenever the retailer is reviewing its family violence policy because of a direction of the Authority under subclause (5) or-;within 3 months of the commencement of the Compendium for any family violence policy.
- (7) Clause 63(3) does not come into operation until 3 months after the date of the commencement of the Compendium specified in clause 1.

63-64. Protection from disconnection

- (1) A retailer must ensure that the residential supply address of a vulnerable customer is not disconnected for a period of 9 months from the date on which the retailer becomes aware that the customer is a vulnerable customer unless -
 - (a) the retailer is informed by the vulnerable customer, or otherwise becomes aware, that the customer no longer resides at that supply address; or
 - (b) the disconnection is requested by the vulnerable customer, or
 - (c) there are safety reasons warranting the disconnection; or
 - (d) there is an emergency warranting the disconnection' or
 - ~~(e)~~ gas has been illegally consumed at the supply address; or-
 - ~~(e)(f)~~ the disconnection is a planned interruption.
- (2) Nothing in subclause (1) –
 - (a) affects a vulnerable customer's responsibility to pay for gas supplied by a retailer to a supply address; or
 - (b) affects a retailer's ability to send bills and notices to a vulnerable customer in connection with payment for the supply of gas or to take other steps in connection with a liability to pay for gas supplied by the retailer.
- (3) This clause does not apply in relation to former residential customers.

64.65. Written evidence

- (1) 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, deal with debt collection; or
 - (b) deal with proposed disconnection of a supply address.
- (2) 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).

Part 13 – Reporting

13.1 – Preparation of an annual report

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

13.2 – Provision of annual report to the Authority

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

13.3 – Publication of reports

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

Part 14 – Not used

~~[NOTE: Part 14 is 'not used' to ensure conformity of numbering with the Code of Conduct for the Supply of Electricity to Small Use Customers.]~~