

**APPENDIX 1 – Draft Code of Conduct
for the Supply of Electricity to Small Use Customers**

~~APPROVAL BY MINISTER~~

~~I, ERIC RIPPER, Minister for Energy for the State of Western Australia, under Schedule 3, section 1 of the *Electricity Industry Act 2004* hereby establish the code contained in this document in respect of the matter mentioned in Schedule 3, section 1(1) of the Act, which may be cited as the "Code of Conduct for the Supply of Electricity to Small Use Customers".~~

~~Dated at Perth, this 31st day of December 2004.~~



Code of Conduct

for the Supply of Electricity to Small Use Customers

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Part 1 Preliminary

1.1 Title

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

1.2 Authority

The **Code** is made by the Minister under ~~Schedule 3, section 1~~section 79 of the **Act**.

1.3 Commencement

~~(1) The **Code** comes into operation upon the day it is published in the Government Gazette.~~

~~(2) Notwithstanding subclause (1) and only to the extent that these clauses refer to the **electricity ombudsman**, the clauses referred to in Schedule 1, Table 1 come into operation upon approval by the Minister of the **electricity ombudsman** scheme under Schedule 3, Division 2 of the **Act**.~~

~~(3) Notwithstanding subclause (1), the clauses referred to in Schedule 1, Table 2 come into operation upon approval by the Minister of the **electricity ombudsman** scheme under Schedule 3, Division 2 of the **Act**.~~

~~(4) Notwithstanding subclause (1), the clauses referred to in Schedule 1, Table 3 come into operation on 31 March 2005.~~

~~(5) Notwithstanding subclause (1), the clauses referred to in Schedule 1, Table 4 come into operation on 30 April 2005.~~

~~(6) Notwithstanding subclause (1), the clauses referred to in Schedule 1, Table 5 come into operation on 1 July 2005.~~

1.4 Interpretation

(1) Headings and notes are for convenience or information only and do not affect the interpretation of the **Code** or of any term or condition set out in the **Code**.

(2) An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.

(3) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.

(4) A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.

- (5) Other parts of speech and grammatical forms of a word or phrase defined in the **Code** have a corresponding meaning.
- (6) A reference to a **marketing representative** arranging a **contract** is to be read as a reference to **marketing representative** entering into the **contract** on the **marketer's** behalf, or arranging the **contract** on behalf of another person (which ever is relevant).
- (7) A reference to an act carried out on behalf of a **marketer** is a reference to that act being carried out by a **marketing representative** of the **marketer**.

1.5 Definitions

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

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

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

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

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

“**basic living needs**” includes –

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

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

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

~~[Note: Voluntary, non-profit making organisations and charitable or benevolent organisations are considered to be business customers.]~~

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

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

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

“**Code**” means the Code of Conduct for the Supply of Electricity to Small Use Customers, as approved by the Minister under ~~Schedule 3, Division 4~~ section 79 of the **Act**, or by the **Authority** under Part 6 of the **Act**.

“complaint” ~~means any expression of dissatisfaction made to an organisation, related to its products or services, or the complaints-handling process itself where a response or resolution is explicitly or implicitly expected with a product or service offered or provided. has the meaning given to that term in the *Australian Standard* on Complaints Handling 4269:1995.~~

~~[Note: The Australian Standard on Complaints Handling defines complaint as “any expression of dissatisfaction with a product or service offered or provided”.]~~

“concession” means a concession, rebate, subsidy or grant related to the supply of electricity, ~~including, without limitation, those known as or relating to –~~

~~(a) Life Support Equipment Electricity Subsidy Scheme;~~

~~(b) Seniors Air Conditioning Rebate;~~

~~(c) Supply Charge Rebate;~~

~~(d) Dependent Child Rebate;~~

~~(e) Account Establishment Fee Rebate; and~~

~~(f)(a) Meter Testing Reduced Charges.~~

~~[Note: Information on the above concessions can be found on the website of the Department of Community Development.]~~

“contact” means contact that is face to face, by telephone, ~~by electronic communication, facsimile or post~~ in writing or by electronic communication.

~~[Note: To avoid doubt, “in writing” includes post, facsimile and electronic communication.]~~

“contestable customer” means a *customer* ~~at an exit point where the amount of electricity transferred at the exit point is at least the amount prescribed under the *Electricity Transmission and Distribution Systems (Access) Act 1994* or under another enactment dealing with the progressive introduction of customer contestability~~ who consumes more than 50 MWh per annum.

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

“cooling-off period” in relation to a door to door contract or *non-standard contract* means the period of 10 days commencing on and including the day on which the contract is made.

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

~~[Note 1: 160 MWh of electricity per year equates to an average of 440 units of electricity per day.]~~

~~[Note 2: The Code distinguishes between the following groups of customers –~~

~~(a) residential and business customers; and~~

~~(b) contestable and non-contestable customers.~~

~~See the Guide to this Code for a more detailed explanation.]~~

~~**“contract”** means a *standard form contract* or a *non-standard contract*,~~

“Customer Service Charter” means the charter prepared by a *retailer* or *distributor* under Part 11.

“date of receipt”, in relation to a notice (including a *disconnection warning*), means –

- (a) in the case of –
- (i) verbal communication, at the time of that communication;
 - (ii) hand delivery, on the date of delivery;
 - (iii) facsimile or e-mail, on the date on which the sender's facsimile or email facilities recorded that the facsimile or email was successfully transmitted; and
 - (iv) the case of post, on the second **business day** after posting; and
- (b) if received after 5:00pm or on a day other than a **business day**, on the next **business day**.

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

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

“**door to door marketing**” means the **marketing** practice under which —

- (a) a **marketing representative** –
- (i) goes from place to place;
 - (ii) makes telephone calls; or
 - (iii) uses electronic means,
- seeking out persons who may be prepared to enter, as **customers**, into **contracts**; and
- (b) the **marketing representative** or some other **marketing representative** then or subsequently enters into negotiations with those prospective **customers** with a view to arranging **contracts**.

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

~~[Note: A retailer and a contestable customer who have an electricity and a gas contract do not, by virtue of having those 2 separate energy contracts, have a dual fuel contract.]~~

“**electricity ombudsman**” means the ombudsman appointed under the scheme approved by the Minister under Schedule 3, Division 2 section 92 of the **Act**, or by the **Authority** under Part 7 of the **Act**.

“**electricity marketing agent**” means –

- (a) a person who acts on behalf of the holder of a retail licence or an integrated regional licence —
- (i) for the purpose of obtaining new **customers** for the licensee; or
 - (ii) in dealings with existing **customers** in relation to **contracts** for the supply of electricity by the licensee;
- (b) a person who acts —
- (i) on behalf of one or more **customers**; or
 - (ii) as an intermediary between one or more **customers** and a licensee,
- in respect of the supply of electricity to the **customer** or **customers**;

- (c) a person who engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; and
- (d) a representative, agent or employee of a person referred to in paragraph (a), (b) or (c).

“**Electronic Funds Transfer Code of Conduct**” means the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission.

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

“**energy efficiency audit**” means an audit for the purpose of identifying energy usage and opportunities for energy conservation within a **premises**.

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

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

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

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

“**local newspaper**” for any place, means a newspaper circulating throughout Western Australia or in a part of Western Australia that includes that place.

“**marketer**” means –

- (a) a **retailer** who engages in **marketing**; or
- (b) an **electricity marketing agent**, other than a **marketing representative**.

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

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

“**marketing identification number**” means an unique number assigned by a **marketer** to each **marketing representative** acting on its behalf.

“**marketing representative**” means –

- (a) a person who is referred to in paragraph (a) of the definition of **electricity marketing agent** and who is an employee of a **retailer**; ~~or~~

(b) a person who is referred to in paragraph (e) of the definition of **electricity marketing agent**, or

(c) a representative, agent or employee of a person in paragraph (a) or (b).-

“meter” has the meaning given to that term in the *Electricity Metering Code 2005*.~~has the meaning given to that term in the *Energy Operators (Powers) Act 1979*.~~

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

“metropolitan area” means –

(a) the region described in the Third Schedule to the *Planning and Development Act 2005*.~~Metropolitan Region Town Planning Scheme Act 1959;~~

~~[Note: The Third Schedule to the *Metropolitan Region Town Planning Scheme Act 1959* essentially depicts the Perth metropolitan area.]~~

(b) the local government district of Mandurah;

(c) the local government district of Murray; and

(d) the townsites, as constituted under section 26 of the *Land Administration Act 1997*, of –

(i) Albany;

(ii) Bunbury;

(iii) Geraldton;

(iv) Kalgoorlie;

(v) Karratha;

(vi) Port Hedland; and

(vii) South Hedland.

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

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

“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*.

“permitted call times” are –

(a) for the purposes of clauses ~~2.6 2.9 and 2.11~~ between –

(i) 9.00 a.m. and 8.00 p.m. Mondays to Fridays (other than public holidays); and

(ii) 9.00 a.m. and 5.00 p.m. Saturdays;

(b) for the purposes of clause ~~2.6 2.10~~ between –

(i) 9.00 a.m. and 7.00 p.m. Mondays to Fridays (other than public holidays); and

(ii) 9.00 a.m. and 5.00 p.m. Saturdays.

“**personal information**” has the meaning given to that term in the *Privacy Act 1988*.

~~[Note: The *Privacy Act 1988* defines personal information as “information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion”.]~~

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

~~[Note: This includes both residential and commercial premises.]~~

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

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

“**relevant consumer representative organisation**” means an organisation that may reasonably be expected to represent the interests of *residential customers* who are experiencing *payment difficulties* or *financial hardship*.

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

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

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

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

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

“**TTY**” means telephone typewriter.

“~~**Verifiable-verifiable Consent**~~**consent**” means consent that is given –

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

1.6 Application

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

- (a) *customers*;
- (b) *retailers*;
- (c) *distributors*; and

(d) **electricity marketing agents**,
in accordance with Part 6 of the **Act**.

1.7 Purpose

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

~~[Note 1: By regulating and controlling the conduct of electricity marketing agents, retailers and distributors, the Code (indirectly) also confers rights upon customers.]~~

~~[Note 2: To the extent that other instruments are not inconsistent with the Code, other instruments may also regulate and control the conduct of electricity marketing agents, retailers and distributors. Examples of other applicable laws are the *Door to Door Trading Act 1987*, the *Privacy Act 1988* of the Commonwealth, the *Trade Practices Act 1974* of the Commonwealth, the *Fair Trading Act 1987*, and the *Electronic Transactions Act 2003*.]~~

1.8 Objectives

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

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

~~[Note: Ancillary and incidental objectives in the form of notes have been specified for each Part of the Code for explanatory purposes.]~~

1.9 Amendment & Review

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

~~[Note: Under Schedule 3 Division 1 of the Act, a Consultative Committee must be established by the Minister to advise the Authority on matters relating to the Code. Furthermore, under Part 6, the Committee must carry out a review of the Code as soon as practicable after the first anniversary of the Code and the expiry of each 2-yearly interval after that anniversary. The Consultative Committee must give any interested person an opportunity to offer comments relevant to the review. The Consultative Committee must prepare a report based on the review and give it to the Authority. The Authority must take the report into consideration and determine whether the Code requires amendment, or repeal and replacement.]~~

1.10 Variation from the Code

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

- (a) 4.1;
- (b) 4.2;
- (c) 5.1(1);
- (d) 5.2;
- (e) 5.4;
- (f) 5.7; and
- (g) 8.1.

Part 2 Marketing

~~[Note: The objectives of this Part are to –~~

- ~~• protect customers from undesirable marketing conduct;~~
- ~~• ensure that marketers act in accordance with standards necessary to promote and enhance customer confidence in the retail electricity market;~~
- ~~• promote an environment of honesty and fairness within the retail electricity market by defining standards of acceptable marketing behaviour;~~
- ~~• promote effective relationships between customers, marketers, marketing representatives, Government and other industry participants;~~
- ~~• ensure customers have access to the product and service information needed to make informed choices, thereby facilitating entry into contracts;~~
- ~~• protect the privacy of personal information collected by marketers and marketing representatives; and~~
- ~~• the extent practicable, ensure consistency in the marketing of electricity and gas.]~~

Division 1 – Obligations particular to marketers

2.1 Marketers to ensure representatives comply with this Part

A **marketer** must ensure that its **marketing representatives** comply with this Part.

~~2.2 Training marketing representatives~~

~~(1) A **marketer** must ensure that each **marketing representative** acting on its behalf undertakes appropriate training and testing (both before starting **marketing** and on an ongoing basis) so that each **marketing representative** understands this Part and has the abilities, knowledge and understanding referred to in subclause (2).~~

~~(2) The abilities, knowledge and understanding referred to in subclause (1) are –~~

- ~~(a) knowledge of the provisions of this Part;~~
- ~~(b) the ability to explain the arrangements for competition in electricity supply for **customers** in Western Australia;~~
- ~~(c) knowledge of the product being marketed, including –~~
 - ~~(i) tariffs, fees and charges, billing procedures and payment methods; and~~
 - ~~(ii) the requirements for eligibility for **concessions**;~~
- ~~(d) knowledge of the **retailer's** obligations to **customers** experiencing **payment difficulties** or **financial hardship**, including the availability of instalment plans;~~

- ~~(e) the ability to clearly explain the terms of each offer that may be made by a **marketing representative** in relation to a possible **contract** and to substantiate each claim made in relation to a possible **contract**;~~
- ~~(f) knowledge of basic contractual rights, including the need for a **customer's** agreement to the terms of a **contract**;~~
- ~~(g) an understanding of what is conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable;~~
- ~~(h) general knowledge of the principles of consumer protection law, including those in the *Trade Practices Act 1974* of the Commonwealth, the *Privacy Act 1988* of the Commonwealth, the *Fair Trading Act 1987* and the *Door to Door Trading Act 1987*; and~~
- ~~(i) other similar abilities or knowledge that the **Authority** may require.~~
- ~~(3) A **marketer** must ensure that each **marketing representative** acting on its behalf is given a copy of the **Code**.~~
- ~~(4) A **marketer** must keep training manuals and records of training undertaken by its **marketing representatives**.~~

2.3 Contact details of marketers

- ~~(1) A **marketer** must give its contact details to the **Authority** and ensure that those contact details are kept up to date.~~
- ~~(2) The contact details are—~~
 - ~~(a) the name, business address and telephone number of the **marketer**; and~~
 - ~~(b) the name, business address and telephone number of each **retailer** (if any) on whose behalf the **marketer** carries out **marketing**.~~
- ~~(3)(1) A **marketer** must give to the **Authority** on request the name, street address of the place of work and telephone number of each **marketing representative** acting on its behalf.~~

2.4 Statement to retailers

- ~~(1) If a **marketer** is not a **retailer**, the **marketer** must give a written statement of compliance with this **Code** to a **retailer** for each **customer**—~~
 - ~~(a) that was introduced by the **marketer** to that **retailer**; or~~
 - ~~(b) with whom the **marketer** arranged or facilitated a **contract** for that **retailer**.~~
- ~~(2) A **marketer** must not give a **retailer** a statement under subclause (1) that is false, misleading or deceptive, in circumstances where the **marketer** knows, or should have known, it to be false, misleading or deceptive.~~
- ~~(3) The statement under subclause (1) must be given once every 6 months.~~

Division 2 – Contracts

2.52.2 Entering into contracts

- (1) A **marketer** must, in the course of arranging a **standard form contract** that is entered into as a result of **door to door marketing** or a **non-standard contract**, ensure that the **contract** is signed by the **customer**.

[Note: Under the *Electronic Transactions Act 2003*, any documents or signatures that must be provided under the Code may also be provided electronically (subject to the terms and conditions set out in the *Electronic Transactions Act 2003*).]

- (2) A **standard form contract** that is not entered into as a result of **door to door marketing** need not be signed by the **customer** but the date of the **customer** entering into the **standard form contract** must be recorded by the **marketing representative**.
- (3) The terms and conditions of a **standard form contract** that is not entered into as a result of **door to door marketing** must be made available to the **customer** on request at no charge.
- (4) A **contract** is entered into as a result of **door to door marketing** if the following conditions are satisfied –
 - (a) negotiations leading to the formation of the **contract** (whether or not they are the only negotiations that precede the formation of the **contract**) take place between the **marketing representative** and the **customer** in each other's presence in Western Australia at a place other than trade premises of the **marketer**,
 - (b) the **marketing representative** attends at that place –
 - (i) in the course of **door to door marketing**; and
 - (ii) otherwise than at the unsolicited invitation of the **customer**.

~~[Note: A contract is a "door to door" contract if the contract was entered into at a place other than the marketer's offices, and if the marketing representative approached the customer without invitation by the customer. Therefore, if a customer contacts a marketer and requests electricity supply, the contract is not a "door to door" contract because the customer initiated the contract.]~~

- (5) For the purposes of subclause (4)(b), in determining whether an invitation is solicited or unsolicited –
 - (a) any solicitation by way of advertisement addressed to the public or a substantial section of the public is to be disregarded; but
 - (b) if an invitation arises from a communication initiated by the **marketing representative** (other than as described in paragraph (a)) the invitation is not to be regarded as unsolicited.

Division 3 - Information to be provided to customers

2.62.3 Information to be given before entering into a contract

- (1) Before arranging a **contract**, a **marketing representative** must give a **customer** the following information –
 - (a) that the **customer** is free to choose the **standard form contract** offered by the **retailer**;
 - (b) the difference between a **standard form contract** and a **non-standard contract**, and

[Note: For a standard form contract, the Authority will approve the terms and conditions of the contract. The terms and conditions of a non-standard contract are determined by negotiation between the marketing representative and customer. Although the Authority does not approve the terms and conditions of a non-standard contract, a non-standard contract will be required to comply with the proposed *Electricity Industry (Customer Contract) Regulations 2005*.]
 - (c) how and when the terms of the **contract** will be given to the **customer**; and

(d) the name of the **marketing representative**, and the name, address and telephone number of the **marketer** and, if different, of the **retailer**.
- (2) For a **standard form contract** that is not entered into as a result of **door to door marketing**, the **marketing representative** must obtain and make a record of the **customer's verifiable consent** that the information in subclause (1) has been given.
- (3) For a **standard form contract** that is entered into as a result of **door to door marketing** or a **non-standard contract**, the **marketing representative** must obtain the **customer's** written acknowledgement that the information in subclause (1) has been given.

2.72.4 Information to be given at time of or after entering into a contract

[Note: To avoid doubt, the following information only has to be given to customers who enter into a new contractual relationship with their retailer. Customers who move address but continue to be supplied under their current contract (generally this will cover a situation where the customer retains their account number) do **not** have to be provided with this information at the time of relocation.]

- (1) ~~A~~ When a **customer** enters into a new **contract** with a **retailer**, a **retailer** or **marketing representative** must give the following information to a **customer** –
 - (a) how the **customer** may obtain –
 - (i) a copy of the **contract**;
 - (ii) a copy of the **retailer's Customer Service Charter**;
 - (iii) a copy of the **Code**; and
 - (iv) details on all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the **customer**;
 - (b) the scope of the **Code**;

- (c) that a **retailer, distributor, marketer** and **marketing representative** must comply with the **Code**;
- (d) details of, at a minimum, those the terms of the **contract relating to including** –
 - (i) the charges applicable to the customer;
 - (ii) the type and frequency of bills the **customer** will receive; **and**
 - ~~(ii)~~(iii) the payment methods available to the **customer**;
 - (iv) the consequences of a customer not paying his or her bill;
 - (v) the circumstances in which interruptions to electricity supply may occur;
 - (vi) complaints handling procedures; and
 - (vii) the circumstances in which the contract may be terminated.
- (e) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
- (f) the **concessions** that may apply to the **customer**;
- (g) the **distributor's** 24 hour telephone number for faults and emergencies;
- (h) how the **customer** may access the **retailer's**:
 - (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
 - (ii) **TTY** services;
- (i) how to make an enquiry of, or **complaint** to, the **retailer**; and
- (j) general information on the safe use of electricity.
- (k) the details of any right the **customer** may have to rescind the **contract** during a **cooling-off period** and the charges that may apply if the **customer** rescinds the **contract**.

~~[Note: Subclause (4) furthermore requires a marketing representative to inform a customer that if electricity is supplied to the customer before the end of the cooling-off period and the customer rescinds the contract during that period, the customer will be liable for any electricity consumed.]~~

- (2) For a **standard form contract** that is not entered into as a result of **door to door marketing**, the information in subclause (1) must be given no later than with or on the **customer's** first bill.

~~[Note: If the information is given with the first bill, the retailer may also opt to place some of the information on the customer's bill.]~~

- (3) For a **standard form contract** that is entered into as a result of **door to door marketing** or a **non-standard contract** –
 - (a) the information in subclause (1) and a copy of the contract must be given before the **customer** has entered into the **contract**;
 - (b) the **marketing representative** must obtain the **customer's** written acknowledgement that the information in subclause (1) has been given.
- (4) If a **contract** is subject to a **cooling-off period**, the **marketing representative** must inform the **customer** that –
 - (a) if electricity is supplied to the **customer** before the end of the **cooling-off period**; and

(b) if the **customer** rescinds the **contract** during that period, the **customer** will be liable for the electricity and any other services supplied to the **customer**, and any other charges in accordance with the **contract**.

~~[Note: A standard form contract that is entered into as a result of door to door marketing and a non-standard contract have a cooling-off period of 10 days.]~~

Division 4 – Marketing Conduct

2.92.5 Standards of Conduct

- (1) A **marketing representative** must not, when **marketing**, engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable.
- (2) A **marketing representative** must not exert undue pressure on a **customer**, nor harass or coerce a **customer**.
- (3) A **marketing representative** must ensure that the inclusion of concessions is made clear to **customers** and any prices that exclude concessions are disclosed.
- ~~(4) A **marketing representative** must give a **customer** on request the contact details of the **marketer**.~~
- ~~(5)(4) A **marketing representative** must ensure that all **standard form contracts** that are entered into as a result of **door to door marketing** and all **non-standard contracts** are in writing.~~
- ~~(6) A **marketing representative** must not represent that a **non-standard contract** is a **standard form contract** to a **customer**.~~
- ~~(7) A **marketer** must ensure that any comparisons and claims made by a **retailer** are timely, accurate and verifiable.~~
- ~~(8)(5) A **marketer** must ensure that a **customer** is able to contact the **marketer** on the **marketer's** telephone number during the normal business hours of the **marketer** for the purposes of enquiries, verifications and **complaints**.~~

2.92.6 Marketing by telephoneContact for the purposes of marketing

- (1) A **marketing representative** who makes **contact** with a **customer** for the purposes of **marketing** (other than visiting or meeting with a **customer**) must, as soon as practicable, tell the **customer** -
 - (a) his or her first name;
 - (b) the name of the **marketer**, and if different, of the **retailer** on whose behalf the **contact** is being made; and
 - (c) the purpose of the **contact**;and, after having identified the purpose of the **contact**, if the contact is not by **electronic means**, ask if the **customer** wishes to proceed further.
- (2) A **marketing representative** who makes **contact** with a **customer** for the purposes of **marketing** must, on request by the **customer**,

- (a) provide the **customer** with the complaints telephone number of the **marketer** and, if different, of the **retailer** on whose behalf the **contact** is being made; and
- (b) provide the customer with the **marketer's marketing identification number**.
- (3) A **marketing representative** who visits a **customer** or meets with a **customer** for the purposes of **marketing** must:
- (a) as soon as practicable, tell the **customer** the purpose of the **contact**.
- (b) wear a clearly visible and legible identity card that shows –
- (i) his or her first name;
- (ii) his or her photograph;
- (iii) his or her **marketing identification number**, and
- (iv) the name of the **marketer** and, if different, of the **retailer** on whose behalf the **contact** is being made; and
- (c) as soon as practicable, provide the **customer**, in writing:
- (i) his or her first name;
- (ii) his or her **marketing identification number**;
- (iii) the name of the **marketer** and, if different, of the **retailer** on whose behalf the **contact** is being made;
- (iv) the complaints telephone number of the **marketer** and, if different, of the **retailer** on whose behalf the **contact** is being made; and
- (v) the **marketer's** business address and Australian Business or Company Number.
- (4) If, when a **marketing representative** makes **contact** with a **customer** for the purposes of **marketing**, the **customer** indicates that he or she wishes the **contact** to end, the **marketing representative** must -
- (a) end the **contact** as soon as practicable; and
- (b) not attempt to **contact** the **customer** for the purposes of **marketing** for the next 30 days unless the **customer** agrees otherwise.
- (5) Unless requested by the **customer**, a **marketing representative** must not make **contact** with a **customer** for the purposes of **marketing** outside the **permitted call times**, unless the contact is by **electronic means**.
- (6) A **marketing representative** must ensure that **contact** for the purposes of **marketing** does not continue for more than 15 minutes past the end of the **permitted call times** without the **customer's verifiable consent** unless the contact is by **electronic means**.

(7) A **marketer** must keep the following records each time **contact** is made with a **customer** for the purposes of **marketing**:

- (a) the name of the **customer** and -
 - (i) if the **contact** was made by telephone, the telephone number;
 - (ii) if the **contact** was made at the **customer's premises**, the address of the **premises**;
 - (iii) if the **contact** was made at a place other than the **customer's** premises, the details and address of the location; and
 - (iv) if the **contact** was made by electronic means, the email address or facsimile number of the **customer**.
- (b) the name of the **marketing representative** who made the **contact**, and
- (c) the date and time of the **contact**.

(8) In this clause -
"**electronic means**" means the internet, email, facsimile or other similar means but does not include telephone.

~~(1) A **marketing representative** who makes a **telephone call** must, as soon as practicable, tell the **customer**—~~

- ~~(a) his or her first name;~~
- ~~(b) his or her **marketing identification number**;~~
- ~~(c) the name of the **marketer** and, if different, of the **retailer** on whose behalf the call is being made; and~~
- ~~(d) the purpose of the call,~~

~~and, after having identified the purpose of the call, ask if the **customer** wishes to proceed further.~~

~~(2) Notwithstanding subclause (1), a **marketing representative** must provide a **customer** on request with—~~

- ~~(a) his or her **marketing identification number**, and~~
- ~~(b) the complaints telephone number of the **marketer** and, if different, of the **retailer** on whose behalf the call is being made.~~

~~(3) If, during a **telephone call**, a **customer** indicates that the **customer** wishes to end the conversation, a **marketing representative** must—~~

- ~~(a) end the conversation as soon as practicable; and~~
- ~~(b) not attempt to **contact** the **customer** for the purposes of **marketing** for the next 30 days unless the **customer** agrees otherwise.~~

~~(4) Unless requested by a **customer**, a **marketing representative** must not make a **telephone call** outside the **permitted call times**.~~

~~(5) A **marketing representative** must ensure that a **telephone call** does not~~

~~continue for more than 15 minutes past the end of the **permitted call times** without the **customer's verifiable consent**.~~

~~(6) A **marketer** must keep the following records about each **telephone call** made on behalf of the **marketer**—~~

~~(a) the name and telephone number of the **customer**;~~

~~(b) the name of the or each **marketing representative** who made or was involved in the call; and~~

~~(c) the date and time of the call.~~

~~(7) In this clause—~~

~~“**telephone call**” means a telephone call made by a **marketing representative** to a **customer** for the purposes of **marketing**.~~

2.10 Marketing at customer's premises

~~(1) A **marketing representative** who **visits** a **customer** must, as soon as practicable, tell the **customer**—~~

~~(a) his or her first name;~~

~~(b) the name of the **marketer** and, if different, of the **retailer** on whose behalf the **visit** is being made; and~~

~~(c) the purpose of the **visit**;~~

~~and, after having identified the purpose of the **visit**, ask if the **customer** wishes to proceed further.~~

~~(2) A **marketing representative** who **visits** a **customer** must, as soon as practicable, offer the **customer** the following information in writing—~~

~~(a) the information under subclauses (3)(a), (c) and (d);~~

~~(b) the **marketer's** business address and Australian Business or Company Number; and~~

~~(c) the complaints telephone number of the **marketer** and, if different, of the **retailer** on whose behalf the **visit** is being made.~~

~~[Note: The information specified under subclause (2) may, for example, be given to a customer in the form of a business card.]~~

~~(3) A **marketing representative** who **visits** a **customer** must, while at the **premises**, wear a clearly visible and legible identity card that shows—~~

~~(a) his or her first name;~~

~~(b) his or her photograph;~~

~~(c) his or her **marketing identification number**; and~~

~~(d) the name of the **marketer** and, if different, of the **retailer** on whose behalf the **visit** is being made.~~

~~(4) If, while a **marketing representative** is **visiting** a **customer**, a **customer** indicates that the **customer** wishes to end the conversation or wishes the **marketing representative** to leave, the **marketing representative** must—~~

~~(a) leave the **premises** as soon as practicable; and~~

~~(b) not attempt to **contact** the **customer** for the purposes of **marketing** for the next 30 days unless the **customer** agrees otherwise.~~

- (5) ~~Unless requested by a **customer**, a **marketing representative** must not **visit** a **customer** outside the **permitted call times**.~~
- (6) ~~A **marketing representative** must not remain at a **premises** for the purposes of **marketing** for more than 15 minutes past the end of the **permitted call times** without the **customer's verifiable consent**.~~
- (7) ~~A **marketer** must keep the following records about each **visit** made on behalf of the **marketer**—~~
- ~~(a) the name of the **customer** and the address of the **premises**;~~
 - ~~(b) the name of the or each **marketing representative** who visited the **customer**, and~~
 - ~~(c) the date and time of the **visit**.~~
- (8) ~~In this clause—~~
- ~~“**visit**” means to visit a **premises** for the purposes of **marketing**.~~

2.11 ~~Marketing by personal contact other than at customer's premises~~

- (1) ~~A **marketing representative** who **meets** a **customer** must, as soon as practicable, tell the **customer**—~~
- ~~(a) his or her first name;~~
 - ~~(b) the name of the **marketer** and, if different, of the **retailer** on whose behalf the **marketing** is being carried out; and~~
 - ~~(c) the purpose of the contact,~~
- ~~and, after having identified the purpose of the contact, ask if the **customer** wishes to proceed further.~~
- (2) ~~A **marketing representative** who **meets** a **customer** must, as soon as practicable, offer the **customer** the following information in writing—~~
- ~~(a) the information under subclause (3)(a), (c) and (d);~~
 - ~~(b) the **marketer's** business address and Australian Business or Company Number; and~~
 - ~~(c) the complaints telephone number of the **marketer** and, if different, of the **retailer** on whose behalf the **marketing** is being carried out.~~
- (3) ~~A **marketing representative** who **meets** a **customer** must, while **meeting** the **customer**, wear a clearly visible and legible identity card that shows—~~
- ~~(a) his or her first name;~~
 - ~~(b) his or her photograph;~~
 - ~~(c) his or her **marketing identification number**, and~~
 - ~~(d) the name of the **marketer** and, if different, of the **retailer** on whose behalf the **marketing** is being carried out.~~
- (4) ~~Unless requested by a **customer**, a **marketing representative** must not **meet** a **customer** outside the **permitted call times**.~~
- (5) ~~A **marketing representative** must ensure that a **meeting** between a **marketing representative** and a **customer** does not continue for more than 15 minutes past the end of the **permitted call times** without the **customer's verifiable consent**.~~

~~(6) If a **customer** who is **met** by a **marketing representative** gives the **marketing representative** his or her name and address, the **marketer** must keep the following records about the **meeting** with the **customer**—~~

- ~~(a) the name and address of the **customer**;~~
- ~~(b) the name of the or each **marketing representative** who met the **customer**; and~~
- ~~(c) the location, date and time of the **meeting**.~~

~~(7) In this clause—~~

~~“**meet**” means to meet for the purposes of **marketing** other than at the **customer’s premises**.~~

2.12 Marketing by electronic means

~~(1) A **marketing representative** who **contacts** or attempts to **contact** a **customer** must give the **customer** the following information—~~

- ~~(a) his or her first name;~~
- ~~(b) his or her **marketing identification number**;~~
- ~~(c) the **marketer’s** e-mail address or other means of electronic contact;~~
- ~~(d) the name, business address and Australian Business or Company Number of the **marketer** and, if different, of the **retailer** on whose behalf the **marketing** is being carried out;~~
- ~~(e) the purpose of the **marketing**;~~
- ~~(f) the complaints telephone number of the **marketer** and, if different, of the **retailer**; and~~
- ~~(g) a statement that acceptance of the offer will result in a contractual relationship between the **customer** and the **retailer**.~~

~~(2) If a **customer** indicates that the **customer** does not wish to proceed, then the **marketer** must not attempt to **contact** the **customer** for the purpose of **marketing** for the next 30 days, unless the **customer** agrees otherwise.~~

~~(3) A **marketer** must keep the following records about each **contact** or attempted **contact** of a **customer**—~~

- ~~(a) the e-mail address of the **customer**;~~
- ~~(b) the date and time of the **contact** or attempted **contact**; and~~
- ~~(c) any correspondence between the **customer** and the **marketer**.~~

~~(4) In this clause—~~

~~“**contact**” means to contact for the purposes of **marketing** using **electronic means**.~~

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

2.132.7 Conduct when a customer does not wish to be contacted

(1) If a **customer** who has been **contacted** by a **marketing representative** for the purposes of **marketing** requests not to be **contacted** again on behalf of

the **marketer**, the **marketer** must ~~use reasonable endeavours to~~ ensure that the **customer** is not **contacted** on behalf of the **marketer** in relation to the supply of electricity by the **retailer** for whom the **marketing** was carried out for the next 2 years unless:

- (a) a **customer** requests contact; or
- (b) the **customer** has moved **premises**; or
- (c) a **marketer** has a legal obligation to contact the **customer**;

- (2) A **marketer** must keep a record of each **customer** who has requested not to be **contacted** (as described in subclause (1)) that includes the name, address and telephone number of the **customer** at the time the **customer** made that request.
- (3) A **marketer** must give a copy of the record to the **electricity ombudsman** or the **Authority** on request.
- (4) A **marketer** must provide the **customer** on request with written confirmation that the **customer** will not be **contacted** by or on behalf of the **marketer** in relation to the supply of electricity by the **retailer** for whom the **marketing** was carried out for the next 2 years.
- (5) When engaging in **door to door marketing**, a **marketing representative** must, to the extent practicable, comply with a notice on or near a **premises** indicating that the **customer** does not wish to receive unsolicited mail or other **marketing** information.

~~[Note: Such notices may include, "No junk mail" or "No canvassing" signs.]~~

Division 5 – Miscellaneous

2.142.8 Collection and use of personal information

A **retailer** must comply with the National Privacy Principles as set out in the **Privacy Act 1998** in relation to **personal information** collected under this Part.

- ~~(1) A **marketer** or **marketing representative** must not collect or use **personal information** in the course of **marketing** except for the **marketing** purposes of the **retailer** who is carrying out the **marketing** or on whose behalf the **marketing** is being carried out.~~
- ~~(2) When collecting **personal information**, a **marketer** or **marketing representative** must collect **personal information** directly from the **customer** to whom it relates, unless—~~
 - ~~(a) the **customer** has given written consent to the information being collected from a particular third party; or~~
 - ~~(b) the information to be collected relates to the **customer's** credit history.~~
- ~~(3) A **marketer** or **marketing representative** must not disclose **personal information**, collected by or on behalf of the **marketer** for **marketing** purposes, to another person (other than the **retailer** for whom the **marketing** was carried out) unless—~~

- ~~(a) the **customer** to whom the information relates has given written consent to the particular disclosure;~~
- ~~(b) the disclosure is required by law; or~~
- ~~(c) the disclosure is required for the purposes of the investigation of any suspected offence or the conduct of proceedings against any **customer** for an offence.~~
- ~~(4) A **marketer** must use reasonable endeavours to protect **personal information** held by the **marketer** from misuse, loss, unauthorised access or modification.~~
- ~~(5) A **marketer** who holds **personal information** that relates to a **customer** must give the **customer** the opportunity, on request, to review the information and correct any errors in it.~~
- ~~(6) If a **marketer** is prevented by law from giving a **customer** the opportunity to review the information, the **marketer** must give the **customer** reasons why the **customer** cannot review the information.~~
- ~~(7) A **marketer** must keep a record of each consent given by a **customer** for the purposes of subclause (2)(a) or (3)(a).~~
- ~~(8) A **marketer** and a **marketing representative** must comply with the National Privacy Principles set out in Schedule 3 of the *Privacy Act 1988* of the Commonwealth (to the extent to which they are not inconsistent with this Part).~~

2.152.9 Compliance

- (1) A **marketer** (other than a **retailer**) who contravenes a provision of the **Code** commits an offence.
- Penalty:
- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20 000.
- (2) A **marketing representative** who contravenes a provision of this Part commits an offence.
- Penalty: \$5 000
- (3) If an **electricity marketing agent** of a **retailer** contravenes a provision of this Part, the **retailer** commits an offence.
- Penalty:
- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20,000.
- (4) It is a defence to a prosecution for a contravention of subclause (3) if the **retailer** proves that the **retailer** used reasonable endeavours to ensure that the **electricity marketing agent** complied with the **Code**.

2.162.10 Presumption of authority

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

- (a) a **retailer**, or

(b) an **electricity marketing agent**,

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

Part 3 Connection

~~[Note: The objective of this Part is to –~~

- ~~• ensure that a retailer forwards a customer's application for connection to the relevant distributor promptly.]~~

3.1 Obligation to forward connection application

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

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

~~[Note: The proposed Electricity Industry (Obligation to Connect) Regulations 2004–2005 provides additional regulations in relation to the obligation upon a distributor to energise and connect a premises. These regulations, for example, specify the time frames within which energisation must occur, or connections must be established.]~~

Part 4 Billing

~~[Note: The objectives of this Part are to –~~

- ~~• protect customers by ensuring that they have manageable billing cycles; and~~
- ~~• protect customers by ensuring, whenever possible, that bills are based upon actual meter readings, except in prescribed circumstances.]~~

Division 1 – Billing cycles

4.1 Billing cycle*

~~[Note: This clause 4.1 may be varied in a non-standard contract.]~~

A **retailer** must issue a bill –

- (a) no more than once a month, unless the **retailer** has –
 - (i) obtained a **customer's verifiable consent** to issue bills more frequently; or
 - (ii) given the **customer** –
 - A. a **reminder notice** in respect of three consecutive bills; and
 - B. notice as contemplated under clause 4.2; and
- (b) no less than once every three months, unless the **retailer** has obtained a **customer's verifiable consent** to issue bills less frequently.

~~Note: This clause ensures that a customer will receive a bill once every one to three months. A retailer therefore has the discretion to (for example) choose a monthly, bimonthly or quarterly billing cycle.]~~

4.2 Shortened billing cycle*

~~[Note 1: This clause 4.2 may be varied in a non-standard contract.]~~

~~[Note 2: Clause 4.1(a)(ii) allows a retailer to place a customer on a shortened billing cycle if the customer has been given a reminder notice for three consecutive bills. Clause 4.2 regulates a retailer's conduct when placing a customer on a shortened billing cycle under clause 4.1(a)(ii).]~~

- (1) For the purposes of clause 4.1(a)(ii)(B), a **retailer** has given a **customer** notice if the **retailer** has advised the **customer**, prior to placing the **customer** on a shortened **billing cycle**, that –
 - (a) receipt of a third **reminder notice** may result in the **customer** being placed on a shortened **billing cycle**;
 - (b) if the **customer** is a **residential customer**, assistance is available for **residential customers** experiencing **payment difficulties** or **financial hardship**;
 - (c) the **customer** may obtain further information from the **retailer** on a specified telephone number; and
 - (d) once on a shortened **billing cycle**, the **customer** must pay three consecutive bills by the due date to return to the **customer's** previous **billing cycle**.

- (2) Notwithstanding clause 4.1(a)(ii), a **retailer** must not place a **residential customer** on a shortened **billing cycle** without the **customer's verifiable consent** if –
 - (a) the **residential customer** informs the **retailer** that the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
 - (b) the assessment carried out by the **retailer** under clause 6.1 indicates to the **retailer** that the **customer** is experiencing **payment difficulties** or **financial hardship**.

[Note: In those circumstances, the retailer must follow the procedures set out in Part 6.]

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

4.3 How bills are issued

A **retailer** must issue a bill to a **customer** at the **customer's supply address**, unless the **customer** has nominated another address or an email address.

[Note: "another address" may, for example, include an e-mail address.]

Division 2 - Contents of a Bill

4.4 Particulars on each bill

- (1) Unless the **customer** agrees otherwise, a **retailer** must include at least the following information on a **customer's** bill –
 - (a) the date of the current **meter** reading or estimate;
 - (b) the current **meter** reading or estimate;
 - (c) total consumption, or estimated consumption;
 - (d) the number of days covered by the bill;
 - (e) the dates on which the account period begins and ends;
 - (f) the relevant tariffs;

- (g) the amount of any other fees or charges and details of the service provided;
- (h) a reference to any **concessions** that the **customer** may be eligible to receive;
- (i) the amount of any **concessions** provided to the **customer** (other than a rebate relating to air conditioning);

[Note: The rebate relating to air conditioning will continue to be provided to customers. However, the exact amount of the rebate will not be included on the bill, but will be provided separately to customers.]

- (j) if applicable, a statement on the bill that an additional fee may be imposed to recover the costs of a late payment from a **customer** ~~and an explanation as to how the **customer** can avoid this fee;~~
- (k) average daily cost of electricity consumption;
- (l) average daily consumption;
- (m) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);

(n) the amount due;

(o) the due date;

(p) a summary of the payment methods;

[Note: The minimum payment methods are specified in clause 5.2.]

(q) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;

(r) a telephone number for billing and payment enquiries;

(s) a telephone number for **complaints**;

(t) contact details for the **electricity ombudsman**;

(u) the **distributor's** 24 hour telephone number for faults and emergencies;

(v) the **supply address** and any relevant mailing address;

(w) the **customer's** name and account number;

(x) the amount of arrears or credit;

(y) if applicable and not included on a separate statement –

(i) payments made under an instalment plan; and

(ii) the total amount outstanding under the instalment plan;

(z) advice about the availability of multi-lingual services (in languages reflecting the **retailer's customer** base);

(aa) the **retailer's** telephone number for **TTY** services; and

(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.

[Note: A retailer may opt to depict the graph either in dollar or consumption amount.]

(2) Notwithstanding subclause (1)(bb), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is not –

(a) indicative of the **customer's** actual consumption; or

(b) based upon a **meter** reading.

~~[Note: This addresses such situations as a bill for streetlighting (where the customer is billed for a contracted amount, so no variation occurs), a dishonour bill (where a cheque has bounced) or a group bill (where the master account is billed monthly, but the member accounts may vary).]~~

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

~~–(a)~~ the amount of the **historical debt**; and

~~–(b)~~ the basis of the **historical debt**,

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

~~[Note: This clause aims to ensure that a retailer does not add a historical debt to the current amount due without informing the customer.]~~

Division 3 - Basis of Bill

4.5 Basis of bill

(1) Subject to clause 4.7, a **retailer** must base a **customer's** bill on –

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

(b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the **customer** agreed with the **retailer** that the **customer** will read the **meter** for the purpose of determining the amount due.

~~[Note: To reduce the risk of a meter reading error, the Code requires all meters to be read by the distributor or a metering agent. However, a retailer may also request a customer to read their own meter (for example, if the customer is located in a remote area or if the customer refuses access to the meter). A customer is not obliged to read the meter on behalf of the retailer (subclause (1)(b)) requires the customer's agreement.]~~

(2) Prior to a **customer** reading a **meter** under subclause (1)(b), the **retailer** must give the **customer** information that explains in clear, simple and concise language how to read a **meter** correctly.

4.6 Frequency of meter readings

A **retailer** must use its best endeavours to ensure that metering data is obtained ~~in accordance with clause 4.5~~, as frequently as ~~is~~ required to prepare ~~a its bills~~, and, in any event, at least once every twelve months in accordance with clause 4.5(1)(a).

4.7 Estimations

(1) If a **retailer** is unable to reasonably base a bill on a reading of the **meter** at a **customer's supply address**, the **retailer** must give the **customer** an estimated bill.

~~(2) A **retailer** must base an estimated bill under subclause (1) on –~~

- ~~(a) the amount of electricity used by the **customer** in the same period of the prior year;~~
- ~~(b) the average usage of electricity by a comparable class of **customers**, if the **customer** does not have a prior billing history;~~
- ~~(c) the **customer's** reading of the **meter**, or~~
- ~~(d) a test of the **meter**.~~

~~(3)(2)~~ If a **retailer** bases a bill upon an estimation, the **retailer** must –

- (a) specify in a visible and legible manner on the **customer's** bill that it has done so;
- (b) advise the **customer** that the –
 - (i) **retailer** will tell the **customer** on request –
 - A. the basis of the estimation; and
 - B. the reason for the estimation; and
 - (ii) **customer** may request a **meter** reading.

~~(4)(3)~~ A **retailer** must tell a **customer** on request the –

- (a) basis for the estimation; and
- (b) reason for the estimation.

4.8 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.

4.9 Customer may request meter reading

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

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

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

Division 4 – Meter testing

4.10 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**.

~~[Note: A retailer may require a customer to pay in advance the retailer's (and, where appropriate, the distributor's or metering agent's) reasonable charge for testing the meter. If the meter is found to be defective, the charge will be refunded to the customer.]~~

Division 5 – Alternative Tariffs

4.11 Customer applications

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

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

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

- (2) For the purposes of subclause (1), the effective date of change will be –
- (a) the date on which the last **meter** reading at the previous tariff is obtained; or
 - (b) the date the **meter** adjustment is completed, if the change requires an adjustment to the **meter** at the **customer's supply address**.

~~[Note: "Alternative tariffs" refers to tariffs other than the tariff under which the customer is currently supplied electricity.]~~

4.12 Written notification of a change to an alternative tariff

If –

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

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

~~[Note: A retailer therefore does not have to notify a customer in writing if the change in tariff benefits the customer.]~~

4.13 Overcharging or undercharging as result of change in electricity use

- (1) If a **retailer** has undercharged a **customer** as a result of a change in the **customer's** electricity use at the **customer's supply address**, the period for which the **retailer** may recover any amounts undercharged is limited to 12

months prior to the date on which the **retailer** notified the **customer** under clause 4.12.

~~[Note: Also see clause 4.17 which sets out the general requirements in the event a customer has been undercharged.]~~

- (2) If a **retailer** has overcharged a **customer** as a result of a change in the **customer's** electricity use at the **customer's supply address**, the **retailer** must repay the **customer** the amount overcharged.

~~[Note: Also see clause 4.18 which sets out the general requirements in the event a customer has been overcharged.]~~

Division 6 – Final bill

4.14 Request for final bill

- (1) If a **customer** requests the **retailer** to issue a final bill at the **customer's supply address**, the **retailer** must use reasonable endeavours to arrange for that bill in accordance with the **customer's** request.

~~[Note: This clause intends to address circumstances such as where a customer changes premises. The clause is not exhaustive. It, for example, does not intend to address finalisation of a bill where a customer transfers from one retailer to another retailer. In that event, the new retailer could also make the request.]~~

- (2) If the **customer's** account is in credit at the time of account closure~~the **customer** requests a final bill under subclause (1)~~, the **retailer** must repay the amount to the **customer**.

~~[Note: A customer's account could, for example, be in credit as a result of the customer making advance payments under clause 5.4.]~~

Division 7 – Review of bill

4.15 Review of bill

Subject to a **customer** –

(a) paying –

(i) that portion of the bill under review that the **customer** and a **retailer** agree is not in dispute; or

(ii) an amount equal to the average amount of the **customer's** bills over the previous 12 months (excluding the bill in dispute),

whichever is less; and

(b) paying any future bills that are properly due,

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

4.16 Procedures following a review of a bill

- (1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –

(a) correct, the **retailer** –

- (i) may require a **customer** to pay the unpaid amount;
- (ii) must advise the **customer** that the **customer** may request the **retailer** to arrange a **meter** test in accordance with applicable law; and
- (iii) must advise the **customer** of the existence and operation of the **retailer's** internal complaints handling processes and details of any applicable external complaints handling processes,

or

- (b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.
- (2) The **retailer** must inform a **customer** of the outcome of the review as soon as practicable, but, in any event, within 20 **business days** from the **date of receipt** of the request for review under clause 4.15.

4.17 Under Charging

- (1) This clause 4.17 applies whether the undercharging became apparent through a review under clause 4.15 or otherwise.
- (2) If a **retailer** proposes to recover an amount undercharged as a result of an act or omission by the **retailer** or **distributor** (including where a **meter** has been found to be defective), the **retailer** must –
 - (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the **retailer** notified the **customer** that undercharging had occurred;
 - (b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
 - (c) not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
 - (d) offer the **customer** time to pay that amount by means of an instalment payment plan in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable undercharging occurred.
- (3) In this clause –
 - “undercharging” includes, without limitation, failure to issue a bill.

~~[Note: Where undercharging occurred as a result of an act or omission by a customer, clause 4.17 does not apply. For example if a customer illegally obtains electricity, the retailer may estimate the amount of electricity so obtained and bill the customer for that amount for a period longer than the last 12 months.]~~

4.18 Overcharging

- (1) This clause 4.18 applies whether the overcharging became apparent through a review under clause 4.15 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been overcharged as a result of an act or omission of a **retailer** or **distributor** (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly

within 10 **business days** of the **retailer** becoming aware of the error, and ask the **customer** for instructions as to whether the amount should be –

- (a) credited to the **customer's** account; or
 - (b) repaid to the **customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount overcharged to the **customer's** account.

~~[Note: This clause 4.18 also applies if a customer has vacated the supply address.]~~

- (5) No interest shall accrue to a credit or refund referred to in subclause (2).

Part 5 Payment

5.1 Due dates for payment*

~~[Note: This clause 5.1(1) may be varied in a non-standard contract.]~~

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

5.2 Minimum payment methods*

~~[Note: This clause 5.2 may be varied in a non-standard contract.]~~

- (1) A **retailer** must offer a **customer** at least the following payment methods –
 - (a) in person at one or more payment outlets located within the Local Government District of the **customer's supply address**;
 - (b) by mail;
 - (c) by Centrepay;
 - (d) electronically by means of BPay or credit card; and
 - (e) by telephone by means of credit card.
- (2) All electronic payment arrangements must comply with the **Electronic Funds Transfer Code of Conduct**.

5.3 Direct debit

If a **retailer** offers the option of payment by direct debit to a **customer**, the **retailer** must, prior to the direct debit commencing, obtain the **customer's verifiable consent**, and agree with the **customer** –

- (a) wherever possible, the amount to be debited; and
- (b) the date and frequency of the direct debit; ;
- ~~(c) that the **customer** may at any time cancel the direct debit authority by notifying the relevant financial institution and the **retailer**; and~~
- ~~(d) that, if the **customer** at any time cancels the direct debit authority by notifying the **retailer** and the relevant financial institution, the **retailer** acknowledges that the direct debit no longer applies.~~

5.4 Payment in advance*

~~[Note: This clause 5.4 may be varied in a non-standard contract.]~~

- (1) A **retailer** must accept payment in advance from a **customer** on request.
- (2) Acceptance of an advance payment by a **retailer** will not require the **retailer** to credit any interest to the amounts paid in advance.

- (3) Subject to clause 6.9, a **retailer** may, for the purposes of subclause (1), determine a minimum amount for which the **retailer** will accept advance payments.

~~[Note: For residential customers experiencing financial hardship, the minimum amount must be determined in consultation with relevant consumer representative organisations. See clause 6.9.]~~

5.5 Absence or illness

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

~~[Note: Redirection of the bill does not result in a change of liability for the bill.]~~

5.6 Late payments

- (1) A **retailer** must not charge a **residential customer** a late payment fee if –
- (a) the **residential customer** who receives a **concession**, provided the **residential customer** did not receive two or more **reminder notices** within the previous twelve months; or
 - (b) the **residential customer** and the **retailer** have agreed to –
 - (i) a payment extension under Part 6, and the **residential customer** pays the bill by the agreed (new) due date; or
 - (ii) an instalment plan under Part 6, and the **residential customer** is making payments in accordance with the instalment plan.
- (2) If a **retailer** has charged a **residential customer** a late payment fee, the **retailer** must not charge an additional late payment fee in relation to the same bill within 5 **business days** from the **date of receipt** of the previous late payment fee notice.
- (3) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill.

~~(4) A **retailer** must not charge a **residential customer** a late payment fee if the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman** and the **complaint** remains unresolved.~~

5.7 Vacating a supply address*

~~[Note: This clause 5.7 may be varied in a non-standard contract.]~~

- (1) Subject to –
- (a) subclauses (2) and (4);
 - (b) the **customer** giving the **retailer** notice; and
 - (c) the **customer** vacating the **supply address** at the time specified in the notice,

a **retailer** must not require a **customer** to pay for electricity consumed at the **customer's supply address** from–

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

5.8 Debt collection

- (1) A **retailer** must comply with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the *Trade Practices Act 1974* of the Commonwealth.
- (2) A **retailer** must not commence proceedings for recovery of a debt –
 - (a) from a **residential customer** who has informed the **retailer** in accordance with clause 6.1(1) that the **residential customer** is experiencing **payment difficulties** or **financial hardship**, unless and until the **retailer** has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and
 - (b) while a **residential customer** continues to make payments under an alternative payment arrangement under Part 6;
- (3) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than the **customer** with whom the **retailer** has or had entered into a contract for the supply of electricity to that **customer's supply address**.

~~[Note: A retailer will therefore not be able recover the debt from any remaining occupants with whom the retailer does not have a contractual relationship.]~~

~~However, if the customer has vacated the supply address and the remaining occupants continue to consume electricity, the remaining occupants will under the proposed *Electricity Industry (Default Supplier) Regulations 2005* be deemed to have entered into a default contract with the retailer. A retailer may therefore recover from the remaining occupants any payments that became due after the customer vacated the supply address.]~~

Part 6 Payment Difficulties & Financial Hardship

~~[Note: The objectives of this Part are to –~~

- ~~• protect disadvantaged customers by ensuring that retailers assist such customers; and~~
- ~~• ensure that retailers develop and implement transparent hardship policies.]~~

Division 1 – Assessment of financial situation

6.1 Assessment

- (1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) within 3 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**.
- (2) When undertaking the assessment required by subclause (1), a **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 an independent financial counsellor or **relevant consumer representative organisation**.
- (3) A **retailer** must advise a **residential customer** on request of the details of an assessment carried out under subclause (1).
- (4) In this clause –

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

~~[Note: The definition of “payment problems” aims to ensure that the assistance provided under this Part is not only available to customers who have trouble paying their current bills, but also to customers who have trouble paying any historical debt.]~~

6.2 Temporary suspension of actions

- (1) If, for the purposes of clause 6.1, a **residential customer** –
 - (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to a **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer’s** capacity to pay,the **retailer** must not unreasonably deny the **residential customer’s** request.
- (2) A **temporary suspension of actions** must be for at least 10 days.
- (3) If a **relevant consumer representative organisation** is unable to assess a **residential customer’s** capacity to pay within the period referred to in

subclause (2) and requests additional time, a **retailer** must give reasonable consideration to the **relevant consumer representative organisation's** request.

(4) In this clause –

“**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).

6.3 Assistance to be offered

(1) If the assessment carried out under clause 6.1 indicates to the **retailer** that the **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;

~~[Note: A retailer does not have to specify the particulars of the additional assistance available under clauses 6.5 to 6.9, but should make a customer aware that more help may be available if necessary.]~~

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**.

~~[Note: For example, if a customer fails to provide a retailer with information under clause 6.1(2)(a)(i).]~~

Division 2 – Residential customers experiencing payment difficulties or financial hardship

6.4 Alternative payment arrangements

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

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

- (2) When offering an instalment plan under subclause (1)(b), a **retailer** must –
- (a) take into account information about the **residential customer's** usage needs and capacity to pay when determining the period of the plan and calculating the amount of the instalments;
 - (b) specify the period of the plan;
 - (c) specify the number of instalments;
 - (d) specify the amount of the instalments which will pay the **residential customer's** arrears (if any) and estimated consumption during the period of the plan;
 - (e) specify how the amount of the instalments is calculated;
 - (f) specify that due to seasonal fluctuations in the **residential customer's** usage, paying in instalments may result in the **residential customer** being in credit or debit during the period of the plan;
 - (g) have in place fair and reasonable procedures to address payment difficulties a **residential customer** may face while on the plan; and
 - (h) make provision for re-calculation of the amount of the instalments where the difference between the **residential customer's** estimated consumption and actual consumption may result in the **residential customer** being significantly in credit or debit at the end of the period of the plan.
- ~~[Note: With regard to those residential customers who are experiencing financial hardship and, due to a change in circumstances, are unable to meet their obligations under the agreed instalment plan, clause 6.7 requires the retailer to consider a request for amendment of the initial instalment plan.]~~
- (3) If a **residential customer** has, in the previous twelve months, had two instalment plans cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another instalment plan under subclause (1)(b), unless the **retailer** is satisfied that the **residential customer** will comply with the instalment plan.
- (4) For the purposes of subclause (3), cancellation does not include the revision of an instalment plan under clause 6.7.

Division 3 – Assistance available to residential customers experiencing financial hardship

6.5 Definitions

In this division –

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

Subdivision 1 - Specific assistance available

6.6 Reduction of fees, charges and debt

- (1) A **retailer** must give reasonable consideration to a request by a **customer**, or a **relevant consumer representative organisation**, for a reduction of the **customer's** fees, charges or debt.
- (2) In giving reasonable consideration under clause 6.6(1), a **retailer** must refer to the guidelines in its hardship policy referred to in clause 6.10(2)(d).

~~[Note: A retailer may determine on a case-by-case basis whether the retailer will grant such a request. The guidelines on debt reduction (to be developed under clause 6.10) are intended to provide a retailer's staff with further guidance in this regard.]~~

6.7 Revision of alternative payment arrangements

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

- (a) offering the **customer** an instalment plan, if the **customer** had previously elected a payment extension under clause 6.4(1)(a); or
- (b) offering to revise the instalment plan, if the **customer** had previously elected an instalment plan under clause 6.4(1)(b).

~~[Note: This clause requires a retailer to offer to make amendments to a previously elected alternative payment arrangement under clause 6.4(1) if the customer demonstrates to the retailer that the customer is unable to (continue to) meet its obligations under the payment arrangement.]~~

6.8 Provision of information

A **retailer** must advise a **customer** of the –

- (a) **customer's** right to have the bill redirected at no charge to a third person;

~~[Note: Redirection of the bill does not result in a change of liability for the bill.]~~

- (b) payment methods available to the **customer**;

~~[Note: For example, "Centrepay" and "payment in advance".]~~

- (c) **concessions** available to the **customer**;

- (d) different types of **meters** available to the **customer**;

- (e) energy efficiency information available to the **customer**, including the option to arrange for an **energy efficiency audit**; and

~~[Note: If a retailer does not conduct audits itself, it may refer the customer to a third party (for example an accredited assessor or the Western Australian Sustainable Energy Development Office).]~~

- (f) independent financial and other relevant counselling services available to the **customer**.

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 representative organisations**.

~~(2)~~ A **retailer** may apply different minimum payment in advance amounts for **residential customers experiencing payment difficulties or financial hardship** and other **customers**.

~~[Note: Clause 5.4 allows a residential customer to make payments in advance. A retailer may, however, under clause 5.4(3) determine a minimum amount for which payments in advance may be made. To ensure that this amount is reasonable for residential customers in financial hardship, clause 6.9 requires a retailer to consult with relevant consumer representative organisations when determining the amount that will apply to residential customers in financial hardship. To avoid doubt, a retailer may therefore apply a different minimum amount for residential customers in financial hardship, as for those who are not.]~~

Subdivision 2 – Hardship policy

6.10 Obligation to develop hardship policy

~~(a)(1)~~ A **retailer** must develop a hardship policy to assist **customers** in meeting their financial obligations and responsibilities to the **retailer**.

~~(b)(2)~~ The hardship policy must –

(a) be developed in consultation with **relevant consumer representative organisations**;

(b) provide for the training of staff on a **retailer's** obligations to **customers**;

(c) ensure that **customers** are treated sensitively and respectfully; and

(d) include guidelines –

(i) that –

A. ensure ongoing consultation with **relevant consumer representative organisations** (including the provision of a direct telephone number of the **retailer's** credit management staff, if applicable, to financial counsellors and **relevant consumer representative organisations**); and

B. provide for annual review of the hardship policy in consultation with **relevant consumer representative organisations**;

(ii) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;

(iii) for suspension of disconnection and debt recovery procedures;

(iv) on the reduction and/or waiver of fees, charges and debt; and

(v) on the recovery of debt.

~~(e)(3)~~ A **retailer** must give a **customer**, financial counsellor or **relevant consumer representative organisation** on request details of the hardship policy at no charge.

~~(e)~~(4) A **retailer** must keep a record of –

- (a) the **relevant consumer representative organisations** consulted on the contents of the hardship policy;
- (b) the date the hardship policy was established;
- (c) the dates the hardship policy was reviewed; and
- (d) the dates the hardship policy was amended.

Division 4 – Business customers experiencing payment difficulties

6.11 Alternative payment arrangements

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

Part 7 Disconnection

~~[Note: The objectives of this Part are to –~~

- ~~• protect customers by ensuring that customers are given due notice of any intention on the part of the retailer or distributor to disconnect the customer prior to physical disconnection;~~
- ~~• protect disadvantaged customers by ensuring that such customers are advised of and have access to any alternative payment arrangements and, where applicable, concessions prior to disconnection; and~~
- ~~• delineate the respective responsibilities of retailers and distributors with respect to disconnection.]~~

Division 1 – Conduct in relation to disconnection

~~[Note: The Energy Operators (Powers) Act 1979 and the Electricity Act 1945 provide for a number of disconnection grounds, such as failure to pay bill, denying access to the meter, illegal use of electricity, and emergency reasons. The following clauses regulate a retailer's and distributor's conduct in relation to disconnection for the abovementioned reasons.]~~

Subdivision 1 – Disconnection for failure to pay bill

7.1 General requirements

- (1) Prior to arranging for disconnection of the **customer's supply address** for failure to pay a bill, a **retailer** must –
 - (a) give the **customer** a **reminder notice**, not less than 13 **business days** from the date of dispatch of the bill, including –
 - (i) the **retailer's** telephone number for billing and payment enquiries; and
 - (ii) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (b) use its best endeavours to **contact** the **customer**;
 - (c) give the **customer** a **disconnection warning**, not less than 18 **business days** from the date of dispatch of the bill, advising the **customer** –
 - (i) that the **retailer** may disconnect the **customer** on a day no sooner than 5 **business days** after the **date of receipt** of the **disconnection warning**; and
 - (ii) of the existence and operation of complaint handling processes including the existence and operation of the **electricity ombudsman**.

~~[Note: Under clause 5.1, 7.1 and 7.2, a retailer must adopt the following minimum timeframes for due dates, sending out reminder notices and disconnection warnings, and, ultimately, physical disconnection –~~

~~Therefore, a customer cannot be disconnected for at least 24 business days from the date of despatch of a bill. This period may be extended if the retailer determines, in accordance with Part 6, that a customer is experiencing payment difficulties or financial hardship.]~~

- (2) For the purposes of subclause (1), a **customer** has failed to pay a **retailer's** bill if the **customer** has not –
- (a) paid the **retailer's** bill by the due date;
 - (b) agreed with the **retailer** to an offer of an instalment plan or other payment arrangement to pay the **retailer's** bill; or
 - (c) adhered to the **customer's** obligations to make payments in accordance with an agreed instalment plan or other payment arrangement relating to the payment of the **retailer's** bill.

7.2 Limitations on disconnection for failure to pay bill

- (1) Notwithstanding clause 7.1, a **retailer** must not arrange for the disconnection of a **customer's supply address** for failure to pay a bill –
- (a) within 1 **business day** after the expiry of the period referred to in the **disconnection warning**;
- ~~[Note: This paragraph aims to prevent disconnection where a customer has paid the bill before the expiry of the period referred to in the disconnection warning, but the retailer has not received the payment in time for administrative reasons.]~~
- (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** has –
 - (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** has made an application for a **concession** and a decision on the application has not yet been made;
 - (e) if the **customer** has failed to pay an amount which does not relate to the supply of electricity; or
 - (f) if the **supply address** does not relate to the bill (unless the **customer** has failed to make payments relating to an outstanding debt for a **supply address** previously occupied by the **customer**).

~~[Note: If a customer has several accounts (for example, a residential and a business account) and fails to pay one account, a retailer may not disconnect a customer's residential supply address which relates to another account.~~

~~There is, however, one exception. If the customer has an outstanding debt relating to a previous supply address, the retailer may disconnect the customer's current supply address if the customer fails to repay the outstanding debt.]~~

- (2) For the purposes of subclause (1)(c), the **Authority** may approve and publish, in relation to failure to pay a bill, an amount outstanding below which a **retailer** must not arrange for the disconnection of a **customer's supply address**.

7.3 Dual fuel contracts

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

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

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

Subdivision 2 – Disconnection for denying access to meter

7.4 General requirements

- (1) A **retailer** must not arrange for the disconnection of a **customer's supply address** for denying access to the **meter**, unless –
 - (a) the **customer** has denied access for at least 12 consecutive months;
 - (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (f), at least once given the **customer** in writing 5 **business days** notice:
 - (i) advising the **customer** of the next date of a scheduled **meter** reading at the **supply address**;
 - (ii) requesting access to the **meter** at the **supply address** for the purpose of the scheduled **meter** reading; and
 - (iii) advising the **customer** of the **retailer's** ability to arrange for disconnection if the **customer** fails to provide access to the **meter**;
 - (c) the **retailer** has given the **customer** an opportunity to provide reasonable alternative access arrangements;
 - (d) where appropriate, the **retailer** has informed the **customer** of the availability of alternative **meters** which are suitable to the **customer's supply address**;
 - (e) the **retailer** has used its best endeavours to **contact** the **customer** to advise of the proposed disconnection; and
 - (f) the **retailer** has given the **customer** a **disconnection warning** with at least 5 **business days'** notice of its intention to arrange for disconnection (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).
- (2) A **retailer** may arrange for the **distributor** to carry out one or more of the requirements referred in subclause (1) on behalf of the **retailer**.

Subdivision 3 – Disconnection for emergencies

7.5 General requirements

If a **distributor** disconnects 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, information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to restore supply to the **customer's supply address** as soon as possible.

Division 2 –Limitations on disconnection

7.6 General limitations on disconnection

Except if disconnection –

- (a) was requested by the **customer**; or
- (b) occurred for **emergency** reasons,

a **retailer** or a **distributor** must not arrange for disconnection or disconnect a **customer's supply address** –

- (i) where the **customer** has made a **complaint**, directly related to the reason for the proposed disconnection, to the **retailer**, **distributor**, **electricity ombudsman** or another external dispute resolution body and the **complaint** remains unresolved;
- (ii) after 3.00 pm Monday to Thursday; and
- (iii) on a Friday, on a weekend, on a public holiday or on the day before a public holiday after 12.00 noon on a Friday; and,
- (iv) ~~on a Saturday, Sunday, public holiday or on the **business day** before a public holiday, except in the case of a planned **interruption**.~~

7.7 Life support

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

- (b) give the **customer's distributor** relevant information about the **customer's supply address** for the purpose of updating the **distributor's** records and registers; and
- (c) not arrange for disconnection of that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and require the use of **life support equipment**.

~~(2) Where a **distributor** has been informed by a **retailer** under subclause (1)(b) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, the **distributor** must –~~

- ~~(a) register the **customer's supply address** as a **life support equipment** address;~~
- ~~(b) not disconnect that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and require the use of **life support equipment**, and~~
- ~~(c) give the **customer** at least 3 days written notice of any planned **interruptions** to supply at the **customer's supply address** (the 3 days to be counted from the **date of receipt** of the notice).~~

(2) ___ When a person –

- (a) who requires **life support equipment**, vacates the **supply address**; or
- (b) who required **life support equipment**, no longer requires the **life support equipment**,

a **retailer's** and **distributor's** obligation under subclauses (1) and ~~(1)~~ terminates.

Part 8 Reconnection

~~[Note: The objective of this Part is to –~~

~~• ensure that customers have access to electricity by obligating retailers and distributors to arrange for reconnection or to reconnect a customer's supply address in prescribed circumstances.]~~

8.1 Reconnection by retailer*

~~[Note: This clause 8.1 may be varied in a non-standard contract.]~~

- (1) If a **retailer** has arranged for disconnection of a **customer's supply address** due to –
- (a) failure to pay a bill, and the **customer** has paid or agreed to accept an offer of an instalment plan, or other payment arrangement;
 - (b) the **customer** denying access to the **meter**, and the **customer** has subsequently provided access to the **meter**; or
 - (c) illegal use of electricity, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,

the **retailer** must arrange for reconnection of the **customer's supply address**, subject to –

- (i) the **customer** making a request for reconnection; and
 - (ii) the **customer** –
 - A. paying the **retailer's** reasonable charge for reconnection, if any; or
 - B. accepting an offer of an instalment plan for the **retailer's** reasonable charges for reconnection, if any.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for reconnection to the relevant **distributor** –
- (a) that same **business day**, if the request is received before 3pm on a **business day**; or
 - (b) no later than the next **business day**, if the request is received –
 - (i) after 3pm on a **business day**, or
 - (ii) on a Saturday, Sunday or public holiday in Western Australia.

8.2 Reconnection by distributor

- (1) If a **distributor** has disconnected a **customer's supply address** on request by the **customer's retailer**, and the **retailer** has subsequently requested the **distributor** to reconnect the **customer's supply address**, the **distributor** must reconnect the **customer's supply address**.

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

Part 9 Pre-payment meters in remote communities

~~[Note: The objectives of this Part are to –~~

- ~~• enable a residential customer within a remote community to make informed decisions on the use of a pre-payment meter;~~
- ~~• educate a residential customer as to the use and operation of a pre-payment meter; and~~
- ~~• identify any emergent trends associated with the use of pre-payment meters through performance reporting.]~~

9.1 Definitions

In this Part –

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

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

“**recharge facility**” means a facility where a **pre-payment meter customer** can purchase:

- (a) credit for the **pre-payment meter**, or
- (b) a disposable **pre-payment meter** card.

–

9.2 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.42.4, 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.

~~[Note 1: Part 4 (billing), 5 (payment), 6 (payment difficulties and financial hardship), 7 (disconnection) and 8 (reconnection) are not considered applicable to the use of a pre-payment meter because of the different supply characteristics associated with that meter. Specific service standards applicable to a pre-payment meter, as detailed in this Part, are required in recognition of this new supply arrangement.~~

~~The requirements included in clause 2.7 have, where appropriate, been included in clause 9.4(2). The contents of clause 10.7 has, to the extent possible, been included in clause 9.4(4).]~~

~~[Note 2: A hardship policy developed under clause 6.10 must also address payment difficulties and financial hardship experienced by customers who use a pre-payment meter.]~~

- (2) Part 9 only applies to a **pre-payment meter customer** located in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regularisation Program is being implemented.

~~[Note: Under the Aboriginal and Remote Communities Power Supply Project the supply of electricity to nominated Aboriginal communities will be transferred from the respective communities to Western Power. The project is being jointly funded by the State and Australian Governments and is being overseen by the Office of Energy.~~

~~Under the Town Reserves Regularisation Program, responsibility for the distribution and retailing of electricity within nominated Aboriginal town based communities will be transferred to Western Power. The program is being implemented by the Department of Housing and Works in conjunction with the Australian Government.~~

9.3 Installation and operation of pre-payment meter

- (1) A **retailer** must not ~~install or~~ operate a **pre-payment meter** at a **residential customer's supply address** without the **verifiable consent** of the **customer** or the **customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** ~~installed or operated~~ operating at a **residential customer's supply address**.

9.4 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –
 - ~~(1)(a)~~ of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
 - ~~(2)(b)~~ of the tariffs, fees and charges applicable to a **pre-payment meter** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was ~~installed~~ operating at the **residential customer's supply address**;
 - ~~(3)(c)~~ how a **pre-payment meter** is operated;
 - ~~(4)(d)~~ how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and ~~availability~~ business hours of **recharge facilities**);
~~[Note: Availability refers to the location of the recharge facility and the business hours that a customer may access the recharge facility.]~~
 - ~~(5)(e)~~ of the emergency credit facilities applicable to a **pre-payment meter**, and
 - ~~(6)(f)~~ of **credit retrieval**.
- (2) At the time a **residential customer enters into a pre-payment meter contract** ~~is installed at a residential customer's supply address, or an account is established~~, a **retailer** must give the **residential customer** at no charge –
 - (a) the information specified within subclause (1);
 - (b) a copy of the **contract**;
 - (c) information on how to obtain a copy of the **retailer's Customer Service Charter**;
 - (d) information on the availability and scope of the **Code** and the requirement that **distributors, retailers** and **marketers** comply with the **Code**;
 - (e) a **meter** identification number;
 - (f) a telephone number for enquiries;
 - (g) a telephone number for **complaints**;
 - (h) the **distributor's** 24 hour telephone number for faults and emergencies;

- (i) confirmation of the **supply address** and any relevant mailing address;
 - (j) details of any **concessions** the **residential customer** may be eligible to receive;
 - (k) the amount of any **concessions** to be given to the **residential customer**;
 - (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
 - (m) information on the availability of **TTY** services;
 - (n) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
 - (p) details on external complaints handling processes; and
 - (q) general information on the safe use of electricity.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
 - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
 - (c) a telephone number for enquiries;
 - (d) the **distributor's** 24 hour telephone number for faults and emergencies; and
 - (e) details of the **recharge facilities**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information –
- (a) total energy consumption;
 - (b) average daily consumption; and
 - (c) average daily cost of consumption,
- for the previous 2 years or since the commencement of the **pre-payment meter contract** (whichever is the shorter), divided in quarterly segments;

9.5 Life support equipment

- (1) A **retailer** must not operate a **pre-payment meter** at the **supply address** of a **residential customer** if the **residential customer**, or a person residing at the **residential customer's supply address**, requires **life support equipment**.
- (2) If a **pre-payment meter residential customer** notifies a **retailer** that a person residing at the **supply address** depends on **life support equipment**, the **retailer** must:
- (a) remove or render non-operational the **pre-payment meter** at no charge;
 - (b) replace or switch the **pre-payment meter** to a standard **meter** at no charge; and

(c) provide information to the **residential customer** about the **contract options available to the residential customer.**

9.6 Recharge Facilities

A **retailer** must ensure that –

- (a) at least one **recharge facility** is located –
 - (i) within the remote community; or
 - (ii) within or adjacent to the town reserve,
of a **pre-payment meter customer**,
- (b) a **pre-payment meter customer** can access a **recharge facility** between the hours of 9:00am to 5:00pm, Monday to Friday; and
- (c) the minimum amount to be credited by a **recharge facility** does not exceed 10 dollars per increment.

9.7 Concessions

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

9.8 Emergency credit

A **retailer** must ensure that a **pre-payment meter** provides an emergency credit amount to the value of at least ~~10~~9 dollars.

~~[Note: This clause aims to ensure that a customer will not be disconnected where the customer was unable to purchase additional credit because the recharge facilities were closed (for example, during a weekend).]~~

9.9 Credit retrieval, overcharging and undercharging & transfer

- (1) Subject to the **residential pre-payment meter customer** notifying a **retailer** of the proposed vacation date, a **retailer** must ensure that a **pre-payment meter residential customer** can retrieve all remaining credit at the time the **pre-payment meter residential customer** vacates the **supply address**.
- (2) If a **residential customer** (including a **residential pre-payment meter customer** who has vacated the **supply address**) has been overcharged as a result of an act or omission of a **retailer** or **distributor** (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **residential customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **residential customer** for instructions as to whether the amount should be –
 - (a) credited to the **residential customer's** account; or
 - (b) repaid to the **residential customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **residential customer's** instructions within 12 **business days** of receiving the instructions.

- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount overcharged to the **residential customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount undercharged as a result of an act or omission by the **retailer** or **distributor** (including where a **meter** has been found to be defective), the **retailer** must –
- (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the **retailer** notified the **residential customer** that undercharging had occurred;
 - (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
 - (c) not charge the **residential customer** interest on that amount or require the **residential customer** to pay a late payment fee; and
 - (d) offer the **residential customer** time to pay that amount by means of an instalment payment plan in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable undercharging occurred.
- ~~(2) A **retailer** must have in place arrangements that provide for **credit retrieval** or transfer in the event of a faulty **pre-payment meter**.~~

9.10 Recommencement of supply after self-disconnection

A **retailer** must ensure that supply is recommenced through a **pre-payment meter** after self-disconnection as soon as information is communicated to the **pre-payment meter** that a payment causing a positive financial balance of the **pre-payment meter** account has been made.

9.11 Record keeping

- ~~(1) A **retailer** must keep a record of –~~
- ~~(a) the total number of **pre-payment meter customers**;~~
 - ~~(b) the total number of **complaints**, other than those **complaints** specified in subclause (2)(a), relating to a **pre-payment meter customer**;~~
 - ~~(c) the action taken by the **retailer** to address a **complaint**, and~~
 - ~~(d) the time taken for a **complaint** to be concluded.~~
- ~~(2) A **distributor** must keep a record of –~~
- ~~(a) the number of **complaints** relating to the installation and operation of a **pre-payment meter** at a **pre-payment meter customer's supply address**;~~
 - ~~(b) the action taken by the **distributor** to address a **complaint**, and~~
 - ~~(c) (a) the time taken for a **complaint** to be concluded.~~

Part 10 Information & Communication

~~[Note: The objectives of this Part are to—~~

- ~~• ensure that customers are provided with the product and service information needed to make informed choices; and~~
- ~~• ensure that the information provided to customers is useful, easily understood and accessible.]~~

Division 1 – Obligations particular to retailers

10.1 Tariff information

~~(1) A **retailer** must give notice to a **customer** of its tariffs and any variation in its tariffs, without limitation,—~~

- ~~(a) in the Government Gazette;~~
- ~~(b) in a **local newspaper**; or~~
- ~~(c) by notice to each **customer**.~~

~~(2)(1) Notwithstanding subclause (1), a **retailer** must give notice to each of its **customers** affected by a variation in its tariffs as soon as practicable after the variation is published and, in any event, no later than the next bill in a **customer's billing cycle**.~~

~~(3)(2) A **retailer** must give a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, including any alternative tariffs that may be available to that **customer**.~~

~~(4)(3) A **retailer** must give a **customer** the information referred to under subclause ~~(2)(3)~~ within 8 **business days** of the **date of receipt**. If requested by a **customer**, the **retailer** must give the information in writing.~~

~~(5) In this clause—~~

~~“**tariff**” means a tariff prescribed by law.~~

~~[Note: This clause only applies to tariffs prescribed under the current *Energy Operators (Western Power Corporation) (Charges) By-laws 1996*. Therefore, this clause does not apply to contestable customers who have entered into a non-standard contract and negotiated a different tariff.]~~

10.2 Historical billing data

~~[Note: As a retailer has a contractual relationship with a customer, the retailer has access to a customer's historical billing data. Under this clause, a retailer is required to provide this data to a customer on request.]~~

- ~~(1) A **retailer** must give a **non-contestable customer** on request the **non-contestable customer's** billing data.~~
- ~~(2) If a **non-contestable customer** requests billing data under subclause (1) –~~
 - ~~(a) for a period less than the previous two years and no more than **twice once** a year; or~~

- (b) in relation to a dispute with the **retailer**,
the **retailer** must give the billing data at no charge.
- (3) A **retailer** must give a **non-contestable customer** the billing data requested under subclause (1) within 10 **business days** of the **date of receipt** of –
- (a) the request; or
 - (b) payment for the **retailer's** reasonable charge for providing the billing data (if requested by the **retailer**).
- [Note: Under subclause (2), a retailer only has to provide the data at no charge under certain conditions. If these conditions are not satisfied, the retailer could opt to charge the customer a reasonable charge for providing the data. Paragraph (b) has been included to recognise this situation.]
- (4) A **retailer** must keep a **non-contestable customer's** billing data for 7 years.

10.3 Concessions

- A **retailer** must give a **customer** on request at no charge –
- (a) information on the types of **concessions** available to the **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 a **customer** on request, at no charge, general information on –
- (a) cost effective and efficient ways to utilise electricity (including referring a **customer** to a relevant information source);
 - (b) how a **customer** may arrange for an **energy efficiency audit** at the **customer's supply address**; and
 - (c) the typical running costs of major domestic appliances.

[Note: The objective of clause 10.4 is to assist customers in reducing their electricity consumption and/or electricity bills.]

10.5 Distribution matters

- If a **customer** asks a **retailer** for information relating to the distribution of electricity, the **retailer** must –
- (a) give the information to the **customer**, or
 - (b) refer the **customer** to the relevant **distributor** for a response.

Division 2 – Obligations particular to distributors

10.6 General information

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

- (a) information on the **distributor's** requirements in relation to the **customer's** proposed new electrical installation, or changes to the **customer's** existing electrical installation, including advice about supply extensions;
- (b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;

~~[Note: As, by law, a distributor may not intentionally (without approval of the Director of Energy Safety) change the quality of its supply, paragraph (b) only applies to unplanned or approved changes in the quality of supply.]~~
- (c) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (d) advice on facilities required to protect the **distributor's** equipment;
- (e) advice on how to obtain information on protecting the **customer's** equipment;
- (f) advice on the **customer's** electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;
- (g) general information on safe use of electricity;
- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

10.7 Historical consumption data

~~[Note: This clause obliges a distributor to provide a customer with the customer's historical consumption data. The purpose of the provision is to encourage the efficient consumption of electricity by a customer. For example, a customer may use this information to calculate the customer's consumption patterns or history over a defined period.]~~

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

~~[Note: Under subclause (2), a distributor only has to provide the consumption data at no charge under certain conditions. If these conditions are not satisfied, the distributor could opt to charge the customer a reasonable charge for providing the consumption data. Paragraph (b) has been included to recognise this situation.]~~
- (4) A **distributor** must keep a **customer's** consumption data for 7 years.

10.8 Distribution standards

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

Division 3 – Obligations particular to retailers and distributors

10.9 Written information must be easy to understand

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

10.10 Code of Conduct

- (1) A **retailer** and a **distributor** must tell a **customer** on request how the **customer** can obtain a copy of the **Code**.
- (2) A **retailer** and a **distributor** must make electronic copies of the **Code** available, at no charge, on the **retailer's** or **distributor's** web site.
- (3) A **retailer** and a **distributor** must make a copy of the **Code** available for inspection at the offices of the **retailer** and **distributor** at no charge.

~~[Note: Hard copies of the Code will be available from the Authority. The ERCF will make a recommendation to the Minister that the Authority will provide for multiple language versions of the Code.]~~

~~(4) Subject to subclause (5), a **retailer** and a **distributor** must inform a **customer** of any material amendment to the **Code** that affects the **customer's** rights and obligations in relation to the **retailer** or the **distributor**.~~

~~(5) A **retailer** and a **distributor** do not have to notify a **customer** of any material amendment to the **Code** if the **retailer's** or **distributor's Customer Service Charter** confers a benefit upon the **customer** equal to or greater than the benefits of the amendment to the **Code**.~~

~~(6) For the purpose of subclause (4), notification shall occur as soon as practicable after the amendment is made.~~

10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **customer** on request, at no charge, services that assist the **customer** in interpreting information provided by the **retailer** or **distributor** to the **customer** (including independent multi-lingual and **TTY** services, and large print copies).

- (2) A **retailer** and, where appropriate, a **distributor** must include:
- (a) the telephone number for their **TTY** services; and
 - (b) the telephone number for their independent multi-lingual services,
- on the –
- ~~(2)~~—
- ~~(a)~~(c) bill and bill related information (including, for example, the notice referred to in clause 4.2(6) and statements relating to an instalment plan);
 - ~~(b)~~(d) **reminder notice**;
 - ~~(e)~~(e) **disconnection warning**; and
 - ~~(e)~~(f) **Customer Service Charter**.

10.12 Metering

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

Part 11 Customer Service Charter

~~[Note: The objective of this Part is to –~~

- ~~• promote innovation and differentiation among retailers in the delivery of electricity services; and~~
- ~~• to educate and empower customers.]~~

11.1 Obligation to produce and publish a Customer Service Charter

- (1) A **retailer** and a **distributor** must produce and publish a **Customer Service Charter**.
- (2) A **Customer Service Charter** under subclause (1) must address at least the following matters –

- (a) a summary of the **customer's** rights and obligations under the **Code** (including, information and assistance to be made available to a **customer** by a **retailer** or **distributor**);

~~[Note: Part 10 of the Code specifies the information a retailer and a distributor must make available to a customer. Part 6 specifies the assistance a retailer must offer to a customer who is experiencing payment difficulties or financial hardship.]~~

- (b) a summary of the **retailer's** or **distributor's** rights and obligations under the **Code** (including, billing, connection, disconnection and reconnection procedures);
- (c) an explanation of the complaints handling process;

~~(d) the availability of different types of meters;~~

~~(e)(d) an explanation of the difference between distribution and retail functions;~~

~~(f)(e) reference to key documents in relation to the supply of electricity to customers; and~~

~~[Note: Key documents include the Code, the standard form contract, the Electricity Industry Act 2004, the Energy Operators (Powers) Act 1979, the Energy Coordination Act 1994, the Electricity Act 1945, associated regulations, and relevant industry codes.]~~

~~(g)(f) contact details of the **retailer** or **distributor**, the **Authority**, Energy Safety (Department of Consumer and Employment Protection) and the **electricity ombudsman**.~~

11.2 Obligation to provide Customer Service Charter

- (1) A **retailer** and a **distributor** must give a **customer** on request, at no charge, a copy of the **retailer's** or **distributor's Customer Service Charter**.

~~(2) As soon as practicable after 1 January 2005, a **retailer** and a **distributor** must make available to a **contestable customer**, at no charge, a copy of the **retailer's** or **distributor's Customer Service Charter**.~~

~~[Note: A retailer must also make a copy of its Customer Service Charter available when a customer enters into a new contract (refer clause 2.7).]~~

~~(3)~~(2) For the purposes of subclause (1), a **retailer** or a **distributor** must ~~give dispatch~~ a copy of the **Customer Service Charter** to a **customer** within 2 **business days** of the **customer's** request.

Part 12

Complaints & Dispute Resolution

~~[Note: The objectives of this Part are to –~~

- ~~• increase the level of customer satisfaction with the delivery of products and services and enhance a customer's relationship with a retailer, distributor and marketer;~~
- ~~• recognise, promote and protect customer's rights, including the right to comment, query and complain;~~
- ~~• provide an efficient, fair and accessible mechanism for resolving customer complaints;~~
- ~~• provide information to customers on the complaints handling process for the services and products of the organisation; and~~
- ~~• monitor complaints in an endeavour to improve the quality of products and services.]~~

12.1 Obligation to establish complaints handling process

- (1) A **retailer**, **distributor** and **marketer** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The complaints handling process under subclause (1) must –
 - ~~(a) comply with **Australian Standard 4269:1995**;~~
 - (a) address at least –
 - (i) how **complaints** must be lodged by **customers**;
~~[Note: For example, in writing.]~~
 - (ii) how **complaints** will be handled by the **retailer**, **distributor** or **marketer**, including –
 - A. a right of the **customer** to have its **complaint** considered by a senior employee within each organisation of the **retailer**, **distributor** or **marketer**, if the **customer** is not satisfied with the manner in which the **complaint** is being handled;
 - B. the information that will be provided to a **customer**;
 - (iii) response times for **complaints**;
 - (iv) method of response; and
 - ~~(b) be available at no cost to **customers**.~~
- (3) For the purposes of subclause (2)(a)(ii)(B), a **retailer**, **distributor** or **marketer** must at least –
 - (a) when responding to a **customer complaint**, advise the **customer** that the **customer** has the right to have the **complaint** considered by a senior employee within the **retailer**, **distributor** or **marketer** (in accordance with its complaints handling process); and
 - (b) when a **complaint** has not been resolved internally in a manner acceptable to the **customer**, advise the **customer** –
 - (i) of the reasons for the outcome (on request, the **retailer**, **distributor** or **marketer** must supply such reasons in writing); and

- (ii) that the **customer** has the right to raise the **complaint** with the **electricity ombudsman** or another relevant external dispute resolution body.
- (4) A **marketer** (other than a **retailer**) must provide within its complaints handling process for a review by the **retailer** of **complaints** and disputes that relate directly to **marketing** carried out on behalf of that **retailer**.

12.2 **Obligation to develop/ comply with a guideline that delineates/ distinguishes customer queries from customer complaints**

~~(1) A **retailer, distributor** and **marketer** must develop a guideline that —~~

~~(a) assists their respective staff in delineating **customer** queries from **customer complaints**; and~~

~~(b) provides for the classification of **customer complaints**.~~

~~[Note: When developing a classification system for customer complaints, a retailer or a distributor may choose to employ the classification system used for record keeping on customer complaints (see Part 13).]~~

~~(2) A **retailer** and a **distributor** must refer to their respective guidelines in their **Customer Service Charter**.~~

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

12.3 **Information provision**

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

12.4 **Obligation to refer complaint**

When a **retailer, distributor** or **marketer** receives a **complaint** that does not relate to its functions, it must refer the **complaint** to the appropriate entity and inform the **customer** of the referral.

~~12.5 **Record keeping**~~

~~(1) A **retailer, distributor** and **marketer** must —~~

~~(a) keep a record of each **complaint** made by a **customer**;~~

~~(b) on request by the **Authority**, give to the **Authority** the information referred to under paragraph (a); and~~

~~(c) on request by the **electricity ombudsman** in relation to a particular **complaint**, give to the **electricity ombudsman** information that this Part requires the **retailer, distributor** or **marketer** to keep, and any other information that the **retailer, distributor** or **marketer** has, relating to the **complaint**.~~

~~(2) A **retailer, distributor** and **marketer** must keep the records referred to in subclause (1)(a) for at least 3 years after the date on which the **complaint** was resolved.~~

~~[Note: Although clauses 12.5, 13.3 and 13.8 all require a retailer and distributor to keep records of complaints, the exact scope of these requirements differs. Under clauses 13.3 and 13.8, a retailer and distributor have to keep records on the total number of complaints. The records collected under these clauses serve as (general) performance indicators. Clause 12.5 requires a retailer and distributor to keep a record of the exact nature of each individual complaint. Records collected under this clause are intended to provide the Electricity Ombudsman with sufficient information to assess whether the retailer or distributor has addressed the complaint appropriately, and to provide the Authority with sufficient information to assess whether the retailer or distributor has complied with the licence obligations.]~~

Part 13 Record keeping

~~[Note: The objective of this Part is to –~~

- ~~• establish a base of information on the conduct of the retail and distribution market.]~~

Division 1 – General

13.1 Records to be kept

Unless expressly provided otherwise, a **retailer**, **distributor** or **marketer** must keep a record or other information that a **retailer**, **distributor** or **marketer** is required to keep by the **Code** for at least ~~3~~2 years from the last date on which the information was recorded.

Division 2 – Obligations particular to retailers

13.2 Affordability and access

- (1) A **retailer** must keep a record of ~~the total number of its **customers** who –~~
- ~~(a) have been assessed as experiencing **financial hardship**;~~
 - ~~(b) the total number of, and percentage of, its **customers** who are subject to an instalment payment plan under Part 6;~~
 - ~~(a) the total number of, and percentage of, its **residential customers** and **non-residential customers** who are subject to an **instalment plan** under Part 6;~~
 - ~~(e)(b) the total number of, and percentage of, its **residential customers** and **non-residential customers** who have been granted additional time to pay their bill under Part 6;~~
 - ~~(e)(c) the total number of, and percentage of, its **residential customers** and **non-residential customers** who have been placed on a shortened **billing cycle**;~~
- ~~the total number of, and percentage of, its **non-residential customers** who:~~
- ~~(d) (i) — have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;~~
 - ~~(ii) — have been disconnected who were previously the subject of an alternate payment plan pursuant to clause 6.4(1);~~

~~(iii) have been disconnected at the same **supply address** within the past 24 months; and~~

~~(iv) have been disconnected while receiving a **concession**.~~

~~(e) the total number of, and percentage of, its **residential customers** who:~~

~~(i) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;~~

~~(ii) have been disconnected who were previously the subject of an alternate payment plan pursuant to clause 6.4(1);~~

~~(iii) have been disconnected at the same **supply address** within the past 24 months; and~~

~~(iv) have been disconnected while receiving a **concession**.~~

~~(f) the total number of, and percentage of, its **non-residential customers** who have been reconnected at the same **supply address** within 30 days of having been disconnected for failure to pay a bill;~~

~~(i) have been reconnected at the same **supply address** in the same name within 7 days of having been disconnected;~~

~~(ii) have been reconnected in the same name who were previously the subject of an alternate payment plan pursuant to clause 6.4(1);~~

~~(iii) have been reconnected at the same **supply address** within the past 24 months; and~~

~~(iv) have been reconnected and who, immediately prior to disconnection, was receiving a **concession**.~~

~~(g) the total number of, and percentage of, its **residential customers** who:~~

~~(i) have been reconnected at the same **supply address** in the same name within 7 days of having been disconnected;~~

~~(ii) have been reconnected in the same name who were previously the subject of an alternate payment plan pursuant to clause 6.4(1);~~

~~(iii) have been reconnected at the same **supply address** within the past 24 months; and~~

~~(iv) have been reconnected and who, immediately prior to disconnection, was receiving a **concession**.~~

~~(h) the total number of, and percentage of, its **residential customers** and **non-residential customers** who have lodged security deposits; and~~

~~the total number of, and percentage of, its **residential customers** who have lodged security deposits; and~~

~~(i) the total number of, and percentage of, its **residential customers** and **non-residential customers** who have had direct debit plans terminated.~~

~~(g) have provided a **refundable advance**.~~

(2) In this subclause (1)(k) –

~~“direct debit plans terminated refundable advance” means a direct debit plan terminated as a result of a default or non payment in two or more successive payment periods.~~

~~“instalment plan” means an arrangement between a retailer and a customer for the customer to pay at least 3 instalments (in arrears or advance) for continued usage on their account, to avoid disconnection, according to an agreed payment schedule and capacity to pay. It does not include customers using a payment plan as a matter of convenience or for flexible budgeting purposes.~~

~~a payment made to secure the connection or reconnection of supply of electricity and which is refundable.~~

13.3 Customer complaints

- (1) A **retailer** must keep a record of –
- (a) the total number of **complaints** received by residential customers and non-residential customers; and
 - (b) the percentage of total complaints by residential customers and non-residential customers total that relate to number of –
 - (i) **billing/credit and account complaints**;
 - (ii) **customer transfer complaints**;
 - (iii) **marketing complaints** (including **complaints** made directly to a **marketer**);
 - ~~(iv) connection complaints;~~
 - ~~(v) disconnection complaints;~~
 - ~~(vi) reconnection complaints;~~ and
 - ~~(vii)~~(iv) **other complaints.**
 - (c) the action taken by a **retailer** to address a **complaint**; and
 - (d) the time taken for the appropriate procedures for dealing with the a complaint to be concluded.

[Note: clause ~~9.44~~13.7 also provides for the recording of pre-payment meter complaints.]

~~[Note: A retailer will not be able to always address a complaint to the satisfaction of the customer. Paragraph (d) therefore speaks of “concluding”. A retailer could record a complaint as being concluded although the complaint has not be resolved, provided the retailer has followed the appropriate procedures for dealing with the complaint.]~~

- ~~(2)~~ A **retailer** must keep a copy of each complaint referred to in subclause (1) (including complaints made directly to a **marketer**).

~~(2)~~(3) In this clause –

~~“billing/credit and account complaints” means a **complaint** relating to the account. This includes, but is not limited to, difficulty in paying accounts, overcharging, prices, payment terms and methods, and debt recovery procedures.~~ includes billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, disconnection and reconnection, and restriction due to billing discrepancy.

“customer transfer complaints” means a **complaint** relating to the transfer of a **customer** from one **retailer** to another **retailer**. This includes, but is not limited to, ~~customer consent or delays in the transfer process~~ includes failure to transfer customer within a certain time period, disruption of supply due to transfer and billing problems directly associated with the transfer (e.g. delay in billing, double billing).

“marketing complaints” means a **complaint** relating to a **retailer’s** action in seeking to sign up a prospective **customer**. This includes, but is not limited to, ~~the nature of the approach or conduct, contract details, customer consent and adherence to the contract cooling-off period requirements~~ includes advertising campaigns, contract terms, sales techniques and misleading conduct.

“other complaints” includes poor service, privacy consideration, failure to respond to complaints, and health and safety issues.

13.4 Compensation payments

A **retailer** must keep a record of: ~~the total number of payments made under –~~

- (a) the total number of payments, and the average amount of payments, made under clause 14.2;
- (b) the total number of payments, and the average amount of payments, made under clause 14.3; and
- (c) the total number of payments made under clause 14.4.

13.5 Call centre performance

A **retailer** must keep a record of:

- (a) the total number of telephone calls to an operator of the **retailer**,
- (b) the number of, and percentage of, telephone calls to an operator responded to within 30 seconds;
- (c) the average duration (in seconds) before a call is answered by an operator; and
- (d) the percentage of calls that are unanswered.

13.5.13.6 Supporting information

- (1) A **retailer** must keep a record of the total number of –
 - (a) residential accounts; and
 - (b) business accounts,held by its **customers**.

[Note: A retailer must keep a record of the number of accounts, not customers.]

- (2) In this clause –

“business account” means an account for which a **customer** is eligible to receive a tariff other than a tariff for the supply of electricity for residential purposes.

13.7 Pre-payment meters

- (1) A **retailer** must keep a record of –
- (a) the total number of **pre-payment meter customers**;
 - (b) the total number of **complaints**, other than those **complaints** specified in clause 13.13(1)(a), relating to a **pre-payment meter customer**;
 - (c) the action taken by the **retailer** to address a **complaint**, and
 - (d) the time taken for the appropriate procedures for dealing with the **complaint** to be concluded.
- (2) In this clause –
- “pre-payment meter customer”** means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address**.

Division 3 – Obligations particular to distributors

13.613.8 Connections

- (1) A **distributor** must keep a record of –
- (a) the total number of **customer**-connections ~~established~~provided; and
 - (b) the total number of **customer**-connections ~~not established~~not provided on or before the agreed date.
 - (i) ~~within a period prescribed under the Code or an enactment under Part 3 of the Act, or~~
 - (ii) ~~by a date agreed with the customer.~~
- (2) In this clause –
- “not provided on or before the agreed date”** includes connections ~~not provided within any regulated time limit and connections not provided by the date agreed with a customer.~~

13.713.9 Timely repair of faulty street lights

- (1) A **distributor** must keep a record of –
- (a) the number of street lights reported faulty each month;
 - ~~(b) the number of number of street lights not repaired before the agreed date;~~
 - ~~(c) the number of occasions that the distributor failed to repair a faulty street light within –~~
 - ~~total number of street lights; and~~
 - ~~(i) 5 business days for the metropolitan area; and~~
 - ~~(ii) 9 business days for the regional area; and~~
 - (c) the average number of days to repair faulty street lights.
- (2) For the purpose of subclause (1);
- ~~(a) the number of days taken to repair a street light is counted from the date of notification;~~

(b) the “agreed date” means the date by which the **distributor** indicated (either internally or to a third party) that the street light would be repaired.

13.813.10 Customer Complaints

(1) A **distributor** must keep a record of –

(a) the total number of **customer complaints** (excluding **quality and reliability complaints**) received; and

(b) the total number –

(i)reliability of supply **complaints**;

(ii)quality of supply **complaints**;

(iii)street lighting **complaints**;

(iv)network assets **complaints**;

(v)network charges and costs **complaints**;

(vi)(i) administrative processes or customer service **complaints**; and

(vii)(ii) _____ other **complaints**.

(c) the action taken by a **distributor** to ~~rectify~~address a **complaint** (excluding **quality and reliability complaints**); and

(d) the time taken for ~~a~~the appropriate procedures for dealing with the **complaint** (excluding **quality and reliability complaints**) to be ~~rectified~~concluded.

(2) A **distributor** must keep a copy of each complaint referred to in subclause (1).

(3) In this clause –

“**quality and reliability complaints**” means a complaint as defined in Schedule 1 of the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.

13.913.11 Compensation payments

A **distributor** must keep a record of the total number of payments made under clause 14.5 –

(a)clause 14.5; and

(b)clause 14.6.

13.12 Call centre performance

A **distributor** must keep a record of:

- (a) the total number of telephone calls to an operator of the **distributor**;
- (b) the number of, and percentage of, telephone calls to an operator responded to within 30 seconds;
- (c) the average duration (in seconds) before a call is answered by an operator; and
- (d) the percentage of calls that are unanswered.

13.13 Pre-payment meters

- (1) A **distributor** must keep a record of –
 - (a) the number of **complaints** relating to the installation and operation of a **pre-payment meter** at a **pre-payment meter customer’s supply address**;
 - (b) the action taken by the **distributor** to address a **complaint**; and
 - (c) the time taken for the appropriate procedures for dealing with the **complaint** to be concluded.
- (2) In this clause –
 - “**pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address**.

13.14 Supporting information

A **distributor** must keep a record of the total number of **customers** who are connected to the **distributor’s network connections**.

~~[Note: This clause aims to ascertain the total number of customers who are connected to a distributor’s network, not the number of customers who have been connected to the network by the distributor within a prescribed timeframe. This last indicator is captured under clause 13.6.]~~

Division 4 – Provision of records to Authority

13.15 Provision of records to Authority

- (1) A **retailer** and a **distributor** must –
 - ~~A **retailer**, **distributor** or **marketer** must give to the **Authority** on request information within the scope of the request that the **Code** requires them to keep and that they have relating to compliance with the **Code**.~~
 - (a) prepare a report setting out the information in the records required to be kept by Part 13, in respect of each year ending on 30 June; and
 - (b) publish that report not later than the following 1 October.
- (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**.

(3) A copy of each report must be given to the Minister and the **Authority** not less than 7 days before it is published under subclause (1).

Part 14 Service Standard Payments

~~[Note: The objectives of this Part are to –~~

- ~~• provide non-contestable customers with a means of redress in the event a retailer or distributor fails to meet prescribed service standards; and~~
- ~~• to establish incentives for retailers and distributors to maintain standards of service.]~~
-

14.1 Definitions

In this part –

“**eligible customer**” means a **non-contestable customer** who is supplied with electricity from a distribution system operated by ~~a relevant corporation~~ the Electricity Networks Corporation or the Regional Power Corporation.

Division 1 – Obligations particular to retailers

14.2 Facilitating customer reconnections

- (1) Subject to clause ~~14.6–14.7~~, where a **retailer** is required to arrange a reconnection of a **eligible customer’s supply address** under Part 8 –

~~(a)(c)~~ but the **retailer** has not complied with the time frames prescribed in clause 8.1(2); or

~~(b)(d)~~ the **retailer** has complied with the time frames prescribed in clause 8.1(2) but the **distributor** has not complied with the time frames prescribed in clause 8.2(2),

the **retailer** must pay to the **eligible customer** \$50 for each day that it is late, up to a maximum of \$250.

- (2) Subject to clause ~~14.6–14.7~~, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of the **distributor**, the **distributor** must compensate the **retailer** for the payment.

14.3 Wrongful disconnections

Subject to clause ~~14.6–14.7~~, if a **retailer** fails to follow any of the required procedures prescribed under Part 6 (if applicable) and Part 7 of the **Code** prior to disconnecting an **eligible customer** for failure to pay a bill, the **retailer** must pay to the **eligible customer** \$50 for each day that the **eligible customer** was wrongfully disconnected, up to a maximum of \$ 250.

14.4 Customer service

- (1) Upon receipt of a written query or **complaint** by an **eligible customer**, a **retailer** must –
 - (a) acknowledge the query or **complaint** within 10 **business days**; and
 - (b) respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.
- (2) Subject to clause 14.6-14.7, if a **retailer** fails to acknowledge or respond to a query or **complaint** within the time frames prescribed under subclause (1), the **retailer** must pay to the **eligible customer** \$20.

(3) The **retailer** will only be liable to pay one payment of \$20, pursuant to subclause (2), for each written query or **complaint**.

~~[Note: A retailer will only be liable to make one payment per query or complaint. Therefore, if a retailer was to acknowledge a complaint (e.g.) 23 business days after receipt of the complaint, the retailer would only be liable to pay to the eligible customer \$20 even though the retailer also would not have responded to the query or complaint on time.]~~

Division 2 – Obligations particular to distributors

~~14.5~~Planned interruptions

~~(1) If a **distributor** plans to interrupt the supply of electricity for the purpose of maintaining or altering the **distributor's** network, the **distributor** must notify an **eligible customer** affected by the **interruption** at least 3 days before the **interruption**.~~

~~[Note: Means of notification are set out in Schedule 1, clause 6 of the *Electricity (Supply Standards and System Safety) Regulations 2001*.]~~

~~(2) Subject to clause 14.7, if a **distributor** fails to notify an **eligible customer** at least 3 days before the **interruption** in accordance with subclause (1), the **distributor** must pay to the **eligible customer** \$20.~~

~~14.6~~14.5 Customer service

- (1) Upon receipt of a written query or **complaint** by an **eligible customer**, a **distributor** must –
 - (a) acknowledge the query or **complaint** within 10 **business days**; and
 - (b) respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.
- (2) Subject to clause ~~14.7~~14.6, if a **distributor** fails to acknowledge or respond to a query or **complaint** within the time frames prescribed under subclause (1), the **distributor** must pay to the **eligible customer** \$20.

(3) The **distributor** will only be liable to pay one payment of \$20, pursuant to subclause (2), for each written query or **complaint**.

Division 3 – Payment

14.714.6 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.2 to ~~14.5~~14.6, if –
 - (a) the **eligible customer** fails to apply to the **retailer** or **distributor** for the payment within 2 months of the non-compliance by the **retailer** or **distributor**, or
~~[Note: A retailer or distributor only has to make a payment upon application by an eligible customer.]~~
 - (b) events or conditions outside the control of the **retailer** or **distributor** caused the **retailer** or **distributor** to be liable to make the payment.
- (2) A **retailer** or **distributor** is not required to make more than one payment to each affected **supply address** per event of non-compliance with the performance standards.
- (3) For the purposes of subclause (2), each **supply address** where an **eligible customer** receives a bill from a **retailer** is a separate **supply address**.

14.814.7 Method of payment

- (1) A **retailer** who is required to make a payment under clauses 14.2, 14.3 or 14.4 must do so –
 - (a) by deducting the amount of the payment from the amount due under the **eligible customer's** next bill;
 - (b) by paying the amount directly to the **eligible customer**, or
 - (c) as otherwise agreed between the **retailer** and the **eligible customer**.
- (2) A **distributor** who is required to make a payment under clauses ~~14.5~~14.4, ~~14.5~~14.5 or 14.6 must do so –
 - (a) by paying the amount to the **eligible customer's retailer** who will pass the amount on to the **eligible customer** in accordance with subclause (1);
 - (b) by paying the amount directly to the **eligible customer**, or
 - (c) as otherwise agreed between the **distributor** and the **eligible customer**.

14.914.8 Recovery of payment

- (1) If a **retailer** or **distributor** who is required to make a payment to an **eligible customer** under ~~this Part clauses 14.2, 14.3 or 14.4~~ fails to comply with clauses ~~14.7~~14.8(1)(a) to 14.8(1)(c) within 30 days of the date of written demand for the payment by the **eligible customer** ~~who is entitled to the payment~~, then the **eligible customer** may recover the payment in a court of competent jurisdiction as a debt due ~~by from~~ the **retailer** or **distributor** ~~(as the case may be)~~ to the **eligible customer**.
- ~~(2) If a distributor who is required to make a payment to an eligible customer under clauses 14.5 or 14.6 fails to comply with clauses 14.8(2)(a) to~~

~~14.8(2)(c) within 30 days of the date of written demand for the payment by the **eligible customer** who is entitled to the payment, then the **eligible customer** may recover the payment in a court of competent jurisdiction as a debt due by the **distributor** to the **eligible customer**.~~

~~(3)(2)~~ If a **retailer** is entitled under clause 14.2(2) to compensation from a **distributor**, and the **distributor** fails to pay the compensation to the **retailer** within 30 days of the date of ~~written~~ demand for the compensation payment by the **retailer**, then the **retailer** may recover the compensation payment in a court of competent jurisdiction as a debt due from the **distributor** to the **retailer**.

~~[Note:—The payments under this Part are in addition to penalties or enforcement remedies against licensees that may be imposed by the Authority. The Authority may in its discretion, but is not obliged, to take into account any payment made under this Part when considering whether or not and to what extent it will impose enforcement remedies on the retailer or distributor.]~~

Schedule 1

Table 1	
Clause	Description
2.82.13(3)	Provision of not-to-be-contacted list to electricity ombudsman
7.6(i)	Limitation on disconnection
11.1(2)(f)(g)	Providing information on the electricity ombudsman
12.1(2)(3)(b)(ii)	Advise of right to raise complaint with electricity ombudsman

Table 2	
Clause	Description
4.4(t)	Contact details of electricity ombudsman on bill
7.1(1)(c)(ii)	Refer to electricity ombudsman on disconnection warning
12.312.5(1)(a)(e)	Provision of information on complaints to electricity ombudsman

Table 3	
Clause	Description
6.10	Development of hardship policy
40.1	Tariff information
40.7	Provision of consumption data
11.1	Development of Customer Service Charter
11.2	Provision of Customer Service Charter
14.1	Definitions
14.2	Facilitating customer reconnections
14.3	Wrongful disconnections
14.4	Customer service
14.114.5	Notice for planned interruptions
14.514.6	Customer service
14.614.7	Exceptions to obligation to make compensatory payment
14.714.8	Method of payment
14.814.9	Recovery of payment

Table 4	
Clause	Description
4.4	Particulars on each bill
9.10	Records on pre-payment meter customers
12.312.5	Records on complaints
13.1	Records to be kept
13.2	Records on affordability and access
13.3	Records on customer complaints
13.4	Records on compensation payments
13.5	Records on supporting information
13.713.6	Records on connections
13.813.7	Records on the timely repair of faulty street lights
13.913.8	Records on customer complaints
13.1013.9	Records on compensation payments
13.1213.10	Records on supporting information
13.1313.11	Provision of records to the Authority

Table 5	
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Clause	Description
2.32.5(1)	Signing of non-standard and door-to-door contracts
2.42.6	Provision of information before entering into a contract
2.52.7	Provision of information at time of or after entering into a contract
7.7	Life support
9.5	Life support and pre-payment meters

APPENDIX 2 – ECCC Terms of Reference

The Economic Regulation Authority establishes the Electricity Code of Conduct Consultative Committee (ECCC) under section 81 of the *Electricity Industry Act 2004* (Act).

Purpose of the Committee

The ECCC will:

- 1) Provide advice to the Economic Regulation Authority (Authority) on matters relating to the Code of Conduct (For the Supply of Electricity to Small Use Customers) (Code), as stated under section 87 of the Act, at the request of the Authority.
- 2) Provide an opportunity for any interested person to offer comments to the ECCC prior to the provision of the advice referred to in (1), as described in section 89 of the Act, and take those comments into consideration.
- 3) Carry out a review of the Code, as described in section 88 of the Act, as soon as practicable after the first anniversary of its commencement and at the expiry of 2 yearly intervals after that anniversary.
- 4) The object of the review is to re-assess the suitability of the provisions of the Code for the purposes of section 79 (2) of the Code, being:
 - To regulate and control the conduct of:
 - a) the holders of retail licences, distribution licences and integrated regional licences; and
 - b) electricity marketing agents,
 - with the object of –
 - c) defining standards of conduct in the supply and marketing of electricity to customers and providing for compensation payments to be made to customers when standards of conduct are not met; and
 - d) protecting customers from undesirable marketing conduct.
- 5) Provide an opportunity for any interested person to offer comments relevant to the review and take into account any comments received.
- 6) Prepare a report based on the review and give it to the Authority.

Appointment of Members

The Authority has determined that the membership of the Committee shall comprise:

- A Chairperson from the Authority (with no voting right).
- Three members from consumer representative organisations (with one of these from a regional, rural or remote area if possible).
- Three members from industry or industry representative organisations.
- Two members from government agencies.
- An executive officer from the Authority (with no voting right).

The Authority will appoint these individuals through direct approach and/or a public call for expression of interest.

Duties & Responsibilities of Members

Members' duties are to participate and contribute in accordance with the Terms of Reference set out in this document. Initially, it is expected that members will be required to attend at least seven meetings over a period of at least nine months.

If there is a change to the member that impacts on the member's ability to satisfy these duties, the member will notify the Authority.

If the Authority releases information to members, the Authority can impose conditions regarding members' use of that information. Members shall take all reasonable measures to protect documents from unauthorised use or disclosure of information provided to them by the Authority and indicated by the Authority to be "confidential". This confidentiality clause shall survive the expiration or termination of the member's appointment.

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

Payments to Members

Under section 81(3) of the Act, the Authority may determine that a member of the Committee is to receive remuneration or an allowance. The Authority has determined that it may pay a non-government consumer organisation representative remuneration in the form of a sitting fee or an allowance in the form of a travel re-imbursment at a rate to be determined by the Minister for Public Sector Management.

Committee Secretariat

The Authority will provide a Secretariat whose services will include:

- provision of general administrative and secretarial support to the ECCC;
- organising Committee meetings, including formal meetings and meetings out of session;
- drafting of minutes; and
- preparation and distribution of materials such as issues papers.

LYNDON ROWE
CHAIRMAN

Amended 15 September 2006

APPENDIX 3 – Overlap between the Code and the DDT Act

Table 2.5: Overlap between Code and DDT Act

	Code	DDT Act
Signing of contracts	2.5(1) - A marketer must, in the course of arranging a standard form contract that is entered into as a result of door to door marketing or a non-standard contract, ensure that the contract is signed by the customer.	7(1)(c) - The following requirements must be complied with in relation to a prescribed contract [...] the making of the contract must be completed by the consumer signing the contract after it has already been executed by or on behalf of the supplier;
Exert undue pressure on a customer, nor harass or coerce a customer	2.8(2) - A marketing representative must not exert undue pressure on a customer, nor harass or coerce a customer.	12(1) - No dealer or other person shall, for the purpose of, or in the course of, negotiating a contract to which this Act applies, harass or coerce a consumer. 12(2) - No dealer or other person shall harass or coerce a consumer for the purpose of dissuading or preventing the consumer from exercising a right conferred on the consumer by this Act.
Contracts to be in writing	2.8(5) - A marketing representative must ensure that all standard form contracts that are entered into as a result of door to door marketing and all non-standard contracts are in writing.	7(1)(b) - The following requirements must be complied with in relation to a prescribed contract [...] the contractual terms must be printed or typewritten (apart from any insertions or amendments to the printed or typewritten form, which may be handwritten);
Tell customer purpose for visit (at customer's premises)	2.10(1)(c) - A marketing representative who visits a customer must, as soon as practicable, tell the Customer [...] the purpose of the visit.	11(a) - A dealer who calls on a person for the purpose of negotiating a contract to which this Act applies or for an incidental or related purpose shall, as soon as it is practicable to do so [...] make known to that person the purpose of the call.
Identity card	2.10(3) - A marketing representative who visits a customer must, while at the premises, wear a clearly visible and legible identity card that shows— (a) his or her first name; (b) his or her photograph; (c) his or her marketing identification number; and (d) the name of the marketer and, if different, of the retailer on whose behalf the visit is being made.	11(b) - A dealer who calls on a person for the purpose of negotiating a contract to which this Act applies or for an incidental or related purpose shall, as soon as it is practicable to do so [...] produce to that person an identity card setting out— (i) the dealer's full name and address; and (ii) if the dealer is not the supplier, the supplier's full name and address.
Leave premises upon request	2.10(4) - If, while a marketing representative is visiting a customer, a customer indicates that the customer wishes to end the conversation or wishes the marketing representative to leave, the marketing representative must— (a) leave the premises as soon as practicable; and (b) not attempt to contact the customer for the purposes of marketing for the next 30 days unless the customer agrees otherwise.	10 - A dealer who calls at premises for the purpose of negotiating a contract to which this Act applies or for an incidental or related purpose shall leave the premises at the request of the occupier of the premises or any person acting with the actual or implied authority of the occupier.

APPENDIX 4 – Record keeping standards

Clause 13 of the South Australian Energy Marketing Code

- 13.1 To enable the identification of marketers and salespeople by small customers and to assist marketers and small customers in dealing with enquiries, verifications and complaints, a marketer must for at least one year from the date of a marketing contact use its best endeavours to keep records of:
- (a) all marketing contacts with small customers, whether initiated by the marketer or the small customer; and
 - (b) small customer requests not to be contacted by the marketer; and
 - (c) marketing contacts which have been terminated at the request of the small customer.

Clause 5.5 (Visit records) of the Code of Conduct for Marketing Retail Energy in Victoria

To enable the identification of marketing representatives and to assist in dealing with enquiries and complaints, retailers will ensure that marketing records are maintained detailing the following information about personal visits made by marketing representatives to consumers:

- the premises visited at which contact with a consumer was made;
- the dates and times of such visits including the time at which the visit concluded; and
- the names of marketing representatives conducting marketing at the relevant time and place.

These records are to be kept for one year after the date of the visit and shall be made available for independent audit as required.

Clause 5.6 (Telephone records) of the Code of Conduct for Marketing Retail Energy in Victoria

To enable the identification of marketing representatives and to assist in dealing with enquiries and complaints, retailers shall ensure marketing records are maintained detailing the following information about telephone contacts made by marketing representatives with consumers:

- where the marketing representative initiates the call to the consumer, the telephone number called in which contact with a consumer was made;
- the time and dates of calls; and
- the names of marketing representatives marketing at the relevant time.

These records are to be kept for one year after the date of the call and shall be made available for independent audit as required.

APPENDIX 5 – Duplication between clause 2.14 and the Privacy Act 1998

Table 2.6: Duplication between clause 2.14 and the Privacy Act 1998

Clause 2.14 of the Code	Schedule 3 of the Privacy Act 1998
<p>Subclause (1) - A marketer or marketing representative must not collect or use personal information in the course of marketing except for the marketing purposes of the retailer who is carrying out the marketing or on whose behalf the marketing is being carried out.</p>	<p>Clause 1.1 - An organization must not collect personal information unless the information is necessary for one or more of its functions or activities.</p>
<p>Subclause (2) - When collecting personal information, a marketer or marketing representative must collect personal information directly from the customer to whom it relates, unless—</p> <p>(a) the customer has given written consent to the information being collected from a particular third party; or</p> <p>(b) the information to be collected relates to the customer's credit history.</p>	<p>Clause 1.4 - If it is reasonable and practicable to do so, an organisation must collect personal information about an individual only from that individual.</p>
<p>Subclause (3) - A marketer or marketing representative must not disclose personal information, collected by or on behalf of the marketer for marketing purposes, to another person (other than the retailer for whom the marketing was carried out) unless—</p> <p>(a) the customer to whom the information relates has given written consent to the particular disclosure;</p> <p>(b) the disclosure is required by law; or</p> <p>(c) the disclosure is required for the purposes of the investigation of any suspected offence or the conduct of proceedings against any customer for an offence.</p>	<p>Clause 2.1 - An organisation must not use or disclose personal information about an individual for a purpose (the secondary purpose) other than the primary purpose of collection unless:</p> <p>(b) the individual has consented to the use or disclosure; or</p> <p>(f) the organisation has reason to suspect that unlawful activity has been, or is being engaged in, and uses or discloses the personal information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities; or</p> <p>(g) the use or disclosure is required or authorised by or under law; or...</p>
<p>Subclause (4) - A marketer must use reasonable endeavours to protect personal information held by the marketer from misuse, loss, unauthorised access or modification.</p>	<p>Clause 4.1 - An organisation must take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure.</p>
<p>Subclause (5) - A marketer who holds personal information that relates to a customer must give the customer the opportunity, on request, to review the information and correct any errors in it.</p>	<p>Clause 6.1 - If an organisation holds personal information about an individual, it must provide the individual with access to the information on request by the individual, except to the extent that:...</p> <p>Clause 6.5 - If an organisation holds personal information about an individual and the individual is able to establish that the information is not accurate, complete and up-to-date, the organisation must take reasonable steps to correct the information so that it is accurate, complete and up-to-date.</p>
<p>Subclause (6) - If a marketer is prevented by law from giving a customer the opportunity to review the information, the marketer must give the customer reasons why the customer cannot review the information.</p>	<p>Clause 6.7 - An organisation must provide reasons for denial of access or a refusal to correct personal information.</p>
<p>Subclause (7) - A marketer must keep a record of each consent given by a customer for the purposes of subclause (2)(a) or (3)(a).</p>	
<p>Subclause (8) - A marketer and a marketing representative must comply with the National Privacy Principles set out in Schedule 3 of the <i>Privacy Act 1988</i> (Cth) (to the extent to which they are not inconsistent with this Part).</p>	<p>Section 16A(2) of the <i>Privacy Act 1988</i> (Cth) - To the extent (if any) that an organisation is not bound by an approved privacy code, the organisation must not do an act, or engage in a practice, that breaches a National Privacy Principle.</p>

APPENDIX 6 – Jurisdictional comparison: Shortened billing cycles

Table 4.3: Jurisdictional comparison – Shortened billing cycles

	WA Code 4.1 & 4.2	SA ERC 7.9	VIC ERC 9	NSW N/A	ACT N/A	QLD EIC 4.15	TAS N/A
A customer may be placed on shortened billing cycle if the retailer has given the customer:							
• a reminder notice for 2 consecutive bills						✓	
• a reminder notice for 3 consecutive bills	✓	✓	✓				
• a reminder notice for 3 consecutive dual fuel contracts		✓					
• a disconnection warning for 2 consecutive bills		✓	✓			✓	
Prior to placing a customer on a shortened billing cycle, a retailer must give the customer a notice advising:							
• that receipt of 2nd/3rd reminder notice (etc) may result in shortened billing cycle	✓	✓	✓			✓	
• assistance is available for residential customers experiencing payment difficulties etc	✓						
• further information can be obtained by calling retailer	✓	✓	✓			✓	
• once on shortened billing cycle, customer must pay 3 consecutive bills by due date to return to normal cycle.	✓	✓				✓	
• once on shortened billing cycle, customer will not receive a reminder notice until the customer has paid 3 consecutive bills by due date		✓	✓			✓	
• alternative payment arrangements may be available		✓	✓			✓ ¹	
If a retailer decides to shorten the customer's billing cycle, the retailer must notify the customer of its decision within 10 business days.	✓	✓	✓			✓	
When giving notice of shortened billing cycle, retailer must include reference to its dispute resolution processes in the notice.		✓				✓	
If a customer pays 3 consecutive bills by due date, retailer must return customer to original billing cycle.	✓ ²	✓				✓	
Minimum period for shortened billing cycle is 10 business days.	✓						
A retailer must not place customer on shortened billing cycle if customer is experiencing payment difficulties or financial hardship.	✓						
If customer is experiencing payment difficulties, retailer must offer assistance (as prescribed).			✓				

¹ Residential customers only

² Obligation subject to the customer requesting to be returned to original billing cycle. Once customer has paid 3 consecutive bills by the due date, the retailer must advise the customer of its right to return to the original billing cycle.

APPENDIX 7 – Jurisdictional comparison: Contents of bill

Table 4.4: Jurisdictional comparison – Contents of bill

	WA Code 4.4	SA ERC 6.3	VIC ERC 4.2	NSW ES(G)R 24	ACT CPC 13.5	QLD EIC 4.8.4	TAS TEC 9.3
Customer's name	✓	✓	✓	✓	✓	✓	
Bill/Account number	✓	✓	✓	✓	✓	✓	
Address of customer's premises/Each relevant supply address	✓	✓	✓	✓	✓	✓	
Any relevant mailing (other) address	✓	✓	✓	✓	✓	✓	
Customer's NMI	✓	✓	✓	✓	✓		
If no NMI is assigned, other unique identifying mark	✓		✓				
Customer's checksum		✓	✓	✓	✓		
Current meter reading	✓	✓	✓		✓	✓	✓
Current estimated (or substituted) meter reading	✓	✓	✓		✓	✓	
Date of current meter reading	✓		✓		✓		✓
Date of current estimate (or substitute)	✓		✓		✓		
Date of last meter reading		✓	✓		✓	✓	
Date of last estimated (or substituted) meter reading		✓	✓		✓	✓	
Estimated date of next meter reading		✓				✓	
Number of days since previous meter reading or estimate						✓	
Whether bill is based on meter reading or estimate	✓ ¹	✓				✓ ²	
Total consumption	✓	✓	✓		✓	✓	✓
Total estimated consumption	✓	✓	✓			✓	✓
Comparative consumption data					✓		
Number of days/Period covered by bill	✓		✓				✓
The dates on which the billing period began and ended	✓			✓	✓		
Total amount due	✓	✓	✓	✓	✓		✓
Relevant fees and charges	✓	✓				✓	✓
Relevant tariffs	✓	✓	✓			✓	✓
Average daily cost of consumption	✓						
Average daily consumption/usage	✓	✓					
Average daily usage for same period previous year		✓					
Break-down of charges (fixed & variable)					✓		✓
Break-down of charges (supply vs other services)		✓	✓	✓	✓	✓	
Break-down of charges (retail vs distribution)		✓	✓	✓	✓		
Description of other services provided (if any)	✓	✓	✓			✓	
Due date	✓	✓	✓	✓	✓	✓	
Amount of any arrears	✓	✓	✓	✓	✓	✓	✓
Due date for any arrears				✓			
Amount of any credit received	✓	✓	✓	✓	✓	✓	✓
Amount of any payments received					✓		

	WA	SA	VIC	NSW	ACT	QLD	TAS
Amount of concessions provided to customer/Any amount deducted, credited or received under Government funded rebate or relief scheme	✓			✓	✓		
Any amount deducted, credited or received under the retailer's payment plan	✓			✓	✓		
Total amount outstanding under retailer's payment plan (if any)	✓						
Any amount subject to a dispute							✓
Payment methods	✓	✓	✓	✓	✓	✓	✓
Address to which payment is to be made					✓		
Availability of concessions, rebates or relief schemes	✓	✓ ³	✓ ³	✓		✓ ³	✓
Any discount to which the customer is entitled							✓
Contact details for retailer's billing and payment enquiries services	✓	✓	✓	✓	✓	✓	✓
Contact details for retailer's instalment payment options/payment difficulties		✓				✓	✓
Contact details for complaints	✓				✓		
Contact details for (energy) ombudsman	✓						
24 hour telephone number for faults and emergencies	✓	✓	✓	✓	✓	✓	✓
Security deposit/Refundable advance		✓	✓	✓		✓	✓
Availability of language interpreter services	✓	✓ ³	✓ ³	✓	✓	✓ ³	
Retailer's telephone number for TTY services	✓						
Right to apportion payment between electricity and gas		✓					
Graph illustrating consumption/amount due:							
- for billing period	✓		✓				
- the previous billing period	✓						
- for each billing period over previous 12 months			✓				
- (a comparison between current billing period and) same billing period for previous year	✓		✓				
Statement advising late payment fee may be imposed and how customer may avoid this fee	✓						
The amount of interest for late payment/late payment fee (if any)		✓					✓
Statement advising customer that assistance is available if customer is experiencing problems paying bill	✓						
Related greenhouse gas emissions					✓		
Contribution of accredited green power electricity generation to the customer's consumption					✓		

¹ Refer to clause 4.7(3)(a) of the Code.

² Refer to clause 4.9.4 of the Electricity Industry Code (Qld).

³ Domestic or residential customers only.

APPENDIX 8 – Jurisdictional comparison: Basis of bill

Table 4.5: Jurisdictional comparison – Basis of bill

Basis of bill	
Western Australia	<p>Clause 4.5(1) of the Code</p> <p>Subject to clause 4.7, a retailer must base a customer's bill on—</p> <ul style="list-style-type: none"> (a) the distributor's or metering agent's reading of the meter at the customer's supply address, or (b) the customer's reading of the meter at the customer's supply address, provided the customer agreed with the retailer that the customer will read the meter for the purpose of determining the amount due.
South Australia	<p>Clause 6.4.1(a) of the Energy Retail Code</p> <p>Subject to clause 6.4.2, a retailer must base a small customer's bill on:</p> <ul style="list-style-type: none"> (i) an actual reading of the relevant meters at the small customer's supply address provided by the distributor or responsible person determined in accordance with applicable regulatory instruments; or (ii) on metering data provided for the relevant meters at the small customer's supply address provided by the distributor or responsible person determined in accordance with applicable regulatory instruments; or (iii) on an estimation of the usage of energy by that small customer provided by the distributor or responsible person determined in accordance with applicable regulatory instruments; or (iv) on an estimation of the usage of energy by that small customer determined in accordance with the retailer's estimating system approved by the Commission.
Victoria	<p>Clause 5.1(a) of the Energy Retail Code</p> <p>A retailer must unless a customer gives explicit informed consent, base a customer's bill on a reading of the customer's meter.</p>
New South Wales	<p>Schedule 2, clause 2(1) of the Electricity Supply (General) Regulation 2001</p> <p>The contract is to provide that charges payable by the customer for the supply of electricity are to be based on the customer's measured or estimated consumption during a billing period.</p>
Australian Capital Territory	<p>Clause 13.1 Consumer Protection Code</p> <ul style="list-style-type: none"> (1) A Utility may issue a Customer Account to a Customer for the consumption of Utility Services at the Customer's Premises. (2) Unless the Customer gives explicit informed consent, a Utility must base a Customer Account on a reading of the Customer's meter, as defined in the relevant Technical Code. (3) Despite clause 13.1(2), if a Utility is not able to reasonably or reliably base a Customer Account on a reading of the Customer's meter, the Utility may provide the Customer with an account based on estimated consumption, as provided in the relevant Technical Code. (4) Nothing in this clause shall be taken to prevent a Utility and a Customer agreeing upon a means of calculating the Customer's Account otherwise than as prescribed under this clause.
Queensland	<p>R. 83 Electricity Regulation 1994</p> <p>An electricity entity may use methods of charging for electricity supplied or sold by the entity to customers the entity considers appropriate, including, for example—</p> <ul style="list-style-type: none"> (a) giving an account based on meter readings; or (b) giving an assessed account; or (c) giving an estimated account; or (d) payment in advance by using a credit meter. <p>Clause 4.9.1(a) of the Electricity Industry Code</p> <p>Subject to clause 4.9.2, a retail entity must base a customer's bill on:</p> <ul style="list-style-type: none"> (i) an actual reading of the relevant meters at the customer's premises provided by the distribution entity or responsible person determined in accordance with the

	<p>electricity legislation; or</p> <p>(ii) metering data for the relevant meters at the customer's premises provided by the distribution entity or responsible person determined in accordance with the electricity legislation; or</p> <p>(iii) an estimation of the usage of electricity by that customer provided by the distribution entity or responsible person determined in accordance with the electricity legislation.</p>
Tasmania	<p>Section 9.3(c) of the Tasmanian Electricity Code</p> <p>An electricity account must be based on consumption of electricity as indicated by meter readings, subject to the following exceptions:</p> <p>(1) where the relevant tariff is not based on consumption, the electricity account is to be prepared on the basis contemplated in the tariff; and</p> <p>(2) where a reliable meter reading cannot be obtained for any reason, the electricity account may be based on a reasonable estimate of consumption and, if a reliable meter reading becomes available later, the electricity account must be adjusted to reflect actual consumption.</p>

Table 4.6: Jurisdictional comparison – Frequency of meter readings

Frequency of meter readings	
Western Australia	<p>Clause 4.6 of the Code</p> <p>A retailer must use its best endeavours to ensure that metering data is obtained in accordance with clause 4.5, as frequently as is required to prepare a bill and, in any event, at least once every twelve months.</p>
South Australia	<p>Clause 6.4.1(b) of the Energy Retail Code</p> <p>Subject to clause 6.4.2, a retailer must use its best endeavours to ensure that there is an actual read of relevant meters at the small customer's supply address, or metering data is obtained, as frequently as is required to prepare its bills and in any event at least once every 12 months.</p>
Victoria	<p>Clause 5.1(b) of the Energy Retail Code</p> <p>A retailer must use its best endeavours to ensure the customer's meter is read at least once in any 12 months.</p>
New South Wales	<p>Schedule 2, clause 2(2) of the Electricity Supply (General) Regulation 2001</p> <p>The contract must require that metered consumption of electricity by the customer is to be measured at intervals of not less than 6 months.</p>
Australian Capital Territory	N/A
Queensland	<p>R. 84 Electricity Regulation 1994</p> <p>Each electricity entity must ensure each meter recording each of its customer's consumption of electricity is read at least once each year.</p> <p>Clause 4.9.1(a) of the Electricity Industry Code</p> <p>Subject to clause 4.9.2, a retail entity must use its best endeavours to ensure that there is an actual read of relevant meters at the customer's premises, or metering data is obtained, as frequently as is required to prepare its bills and in any event at least once every 12 months.</p>
Tasmania	N/A

Table 4.7: Jurisdictional comparison – Estimations

Estimations	
Western Australia	<p>Clause 4.7 of the Code</p> <p>(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.</p> <p>(2) A retailer must base an estimated bill under subclause (1) on—</p> <p>(a) the amount of electricity used by the customer in the same period of the prior year;</p> <p>(b) the average usage of electricity by a comparable class of customers, if the</p>

	<p>customer does not have a prior billing history;</p> <p>(c) the customer's reading of the meter; or</p> <p>(d) a test of the meter.</p> <p>(3) If a retailer bases a bill upon an estimation, the retailer must—</p> <p>(a) specify in a visible and legible manner on the customer's bill that it has done so;</p> <p>(b) advise the customer that the—</p> <p>(i) retailer will tell the customer on request—</p> <p style="padding-left: 40px;">A. the basis of the estimation; and</p> <p style="padding-left: 40px;">B. the reason for the estimation; and</p> <p>(ii) customer may request a meter reading.</p> <p>(4) A retailer must tell a customer on request the—</p> <p>(a) basis for the estimation; and</p> <p>(b) reason for the estimation.</p>
South Australia	<p>Clause 6.4.2 of the Energy Retail Code</p> <p>The retailer may provide the small customer with an estimated bill:</p> <p>(a) based on an estimation of the usage of the energy by that small customer provided by the distributor or responsible person determined in accordance with applicable regulatory instruments; or</p> <p>(b) where the estimation system to be used has been approved by the Commission, based on:</p> <p>(i) the small customer's reading of the relevant meters; or</p> <p>(ii) the small customer's prior energy usage history at that supply address; or</p> <p>(iii) where the small customer does not have a prior energy usage history at that supply address, the average usage of energy by a comparable small customer over the corresponding period.</p> <p>Clause 6.4.5 of the Energy Retail Code</p> <p>When a retailer issues a small customer with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the meter.</p>
Victoria	<p>Clause 5.2 of the Energy Retail Code</p> <p>(a) Despite clause 5.1, if a retailer is not able to reasonably or reliably base a bill on a reading of the meter at a customer's supply address, the retailer may provide the customer with an estimated bill that is either:</p> <ul style="list-style-type: none"> • based on the customer's reading of the meter, the customer's historical billing data or, where the retailer does not have the customer's historical billing data, average consumption at the relevant tariff calculated over the period covered by the estimated bill; or • if the customer is a second tier electricity customer, prepared on a basis that conforms with the basis used to determine retailers' responsibility in the wholesale electricity market for electricity supply under applicable regulatory instruments. <p>(b) Despite clause 5.1, if in the context of an electricity customer transferring from one retailer to another retailer applicable regulatory instruments permit an estimate of consumption rather than a meter reading, the retailer may provide the customer with an estimated bill prepared on a basis that conforms with the basis used to determine retailers' responsibility in the wholesale electricity market for electricity supply under applicable regulatory instruments.</p>
New South Wales	<p>R. 36 of the Electricity Supply (General) Regulation 2001</p> <p>(1) If a supplier under a customer supply contract with a small retail customer finds:</p> <p>(a) that metering equipment has ceased to register or has ceased to register correctly the quantity of or demand for electricity supplied, or</p> <p>(b) that electricity has been supplied without passing through metering equipment, the supplier must estimate the quantity of or demand for electricity supplied for any period of up to 6 months before the meter was last read.</p> <p>(2) If electricity is supplied under any such contract during a period, or part of a period, for which there is no meter reading, the supplier must estimate the quantity of or demand for electricity supplied for the period or part of the period.</p> <p>(3) A small retail customer is liable to pay for, or is entitled to be paid a rebate for, the electricity estimated under this clause.</p> <p>(4) The metering equipment is to be regarded as not registering correctly if (and only</p>

	<p>if) its error in registration is greater than 2%, either in excess or deficiency.</p> <p>(5) The estimated bill is to be based on the small retail customer's historical meter data or, if the supplier does not have that data, the average daily consumption for the same class of customer supplied by the supplier, calculated for the period covered by the bill.</p> <p>(6) Interest is not payable in a case involving the supply of electricity where overcharging is discovered by the supplier when reconciling charges made on the basis of estimation under this clause with actual electricity consumption.</p> <p>(7) This clause does not apply to a negotiated customer supply contract if charges for the supply of electricity under the contract are not based on the customer's electricity consumption.</p>
Australian Capital Territory	<p>Clause 13.2 of the Electricity Metering Code</p> <p>A retailer may include provisions in its standard customer contract that allow the retailer to make a reasonable estimate of the demand for electricity or the quantity of electricity supplied in the customer's premises for the relevant period where:</p> <ul style="list-style-type: none"> • for any reason, metering data is unavailable; or • there is substantiated evidence of fraud; <p>and subsequently charge the customer for supplying the quantity of electricity, or the demand, so estimated.</p>
Queensland	<p>Clause 4.9.2 of the Electricity Industry Code</p> <p>The retail entity may provide the customer with an estimated bill:</p> <p>(a) based on an estimation of the usage of electricity by that customer provided by the distribution entity or responsible person determined in accordance with the electricity legislation; or</p> <p>(b) based on the customer's reading where the bill is for a period which the customer and the retail entity have agreed that the customer will read the meter.</p>
Tasmania	N/A

Table 4.8: Jurisdictional comparison – Adjustments to subsequent bills

Adjustments to subsequent bills	
Western Australia	<p>Clause 4.8 of the Code</p> <p>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.</p>
South Australia	<p>Clause 6.4.3 of the Energy Retail Code</p> <p>Where a retailer has provided a small customer with an estimated bill under clause 6.4.2, and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading.</p> <p>Clause 6.4.4 of the Energy Retail Code</p> <p>Where a retailer has provided a small customer with an estimated bill under clause 6.4.2 and the meter is subsequently read, if that meter reading demonstrates that the small customer has been undercharged and the retailer seeks to recover the amount of the undercharging, then, whether or not the undercharging occurred as a result of an act or omission of the retailer or the distributor or responsible person, the retailer must only recover the amount undercharged in accordance with clause 6.5.</p>
Victoria	<p>Clause 5.4 of the Energy Retail Code</p> <p>(a) If a retailer has provided a customer with an estimated bill, and the retailer subsequently reads the customer's meter or otherwise gets a reliable meter reading or, in the case of gas only, updated data from the distributor or from VENCORP, the retailer must adjust the bill in accordance with the meter reading or the updated data and clause 6.</p> <p>(b) Clause 5.4(a) does not apply in respect of an estimate permitted by clause 5.2(a) for gas or, for electricity, by dot point 2 of clause 5.2(a) or by clause 5.2(b) for electricity. Instead, to the extent that applicable regulatory instruments permit a substitute or replacement estimate to be used to determine retailers' responsibility in the wholesale electricity market for electricity supply or retailers' responsibility for gas supply, the retailer must adjust the bill based on the substitute or replacement estimate in accordance with clause 6.</p> <p>(c) Clause 5.4(a) also does not apply in respect of an estimated bill permitted by</p>

	clause 5.3.
New South Wales	Schedule 2, clause 2(3) of the Electricity Supply (General) Regulation 2001 The contract must require that the supplier reconcile any charges paid by the customer with the consumption measured.
Australian Capital Territory	N/A
Queensland	Clause 4.9.3 of the Electricity Industry Code Where a retail entity has provided a customer with an estimated bill under clause 4.9.2, and the meter is subsequently read, the retail entity must include an adjustment on the next bill to take account of the actual meter reading.
Tasmania	N/A

Table 4.9: Jurisdictional comparison – Meter reading

Meter reading	
Western Australia	Clause 4.9 of the Code If a retailer has based a bill upon an estimation because the customer failed to provide access to the meter and the customer— (a) subsequently requests the retailer to replace the estimated bill with a bill based on an actual reading of the customer’s meter; (b) pays the retailer’s reasonable charge for reading the meter (if any); and (c) provides due access to the meter, the retailer must use its best endeavours to do so.
South Australia	Clause 6.4.6 of the Energy Retail Code Where a small customer has denied access to a meter for the purpose of reading that meter and subsequently requests the retailer to replace an estimated bill with a bill based on a reading of the meter, the retailer must comply with that request but may pass through to that small customer any costs it incurs in doing so.
Victoria	Clause 5.5 of the Energy Retail Code Where an attempt to read the customer’s meter is unsuccessful due to an act or omission on the part of the customer, and the customer subsequently requests a retailer to replace an estimated bill with a bill based on an actual reading of the customer’s meter, the retailer must use its best endeavours to do so and may impose an additional retail charge on the customer in respect of costs incurred complying with the customer’s request.
New South Wales	N/A
Australian Capital Territory	N/A
Queensland	Clause 4.9.5 of the Electricity Industry Code Where a customer has denied access to a meter for the purpose of reading that meter and subsequently requests the retail entity to replace an estimated bill with a bill based on a reading of the meter, the retail entity must comply with that request but may pass through to that customer any costs it incurs in doing so.
Tasmania	N/A

APPENDIX 9 – Jurisdictional comparison: Review of bill

Table 4.10: Jurisdictional comparison – Review of bill

	WA COC 4.15 4.16	SA ERC 7.8	VIC ERC 6.1	NSW ES(G)R 25	ACT CPC 13.8	QLD EIC 4.14	TAS N/A
Retailer must review customer's bill on request	✓	✓	✓	✓	✓	✓	
Retailer may make review subject to customer paying:							
<ul style="list-style-type: none"> that portion of the bill under review that the customer and retailer agree is not in dispute; or 	✓	✓	✓		✓	✓	
<ul style="list-style-type: none"> an amount equal to the average amount of the customer's bills over the previous 12 months (excluding the bill in dispute); and 	✓	✓	✓			✓	
<ul style="list-style-type: none"> any future bills that are properly due. 	✓	✓				✓	
Retailer must inform customer within 20 business days of completion of review of outcome	✓	✓				✓	
If review shows bill is correct, the retailer:							
<ul style="list-style-type: none"> may require customer to paid unpaid amount 	✓	✓	✓			✓	
<ul style="list-style-type: none"> must advise customer that the customer may require retailer to arrange a meter test 	✓						
<ul style="list-style-type: none"> must advise customer of the retailer's internal complaints handling processes and the existence of external complaint handling processes 	✓						
If review shows bill is incorrect, the retailer:							
<ul style="list-style-type: none"> must adjust the bill accordingly 	✓	✓	✓		✓	✓	
<ul style="list-style-type: none"> if the review included a meter test, refund the meter test fee 		✓				✓	
<ul style="list-style-type: none"> may require the customer to pay the amount of the bill which is still outstanding 		✓				✓	
<ul style="list-style-type: none"> must advise customer of the retailer's internal complaints handling processes and the existence of external complaint handling processes 		✓				✓	
A retailer is not required to review a bill more than once per billing cycle					✓		

APPENDIX 10 – Jurisdictional comparison: Undercharging

Table 4.11: Jurisdictional comparison – Undercharging

	WA Code 4.17	SA ERC 6.5	VIC ERC 6.2	NSW ES(G)R 26	ACT CPC 13.10	QLD EIC 4.10.1 4.10.2	TAS ESI (TC)R 15
Explicit right for retailer to recover any amount undercharged in accordance with code (etc).		✓	✓	✓	✓	✓	
If customer has been undercharged as a result of act or omission by the retailer, the retailer:							
<ul style="list-style-type: none"> may recover no more than the amount undercharged in the last 12 months 	✓	✓	✓	✓	✓	✓	
<ul style="list-style-type: none"> may recover no more than the amount undercharged in the last 9 months if the undercharged is the result of a failure in the retailer's billing systems 			✓				
<ul style="list-style-type: none"> may recover only that amount for which the liability arose no more than 6 months prior to the discovery of the error by the retailer 							✓
<ul style="list-style-type: none"> must list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of the amount 	✓	✓	✓	✓	✓	✓	✓
<ul style="list-style-type: none"> must not charge the customer interest or a late payment fee in relation to the undercharged amount 	✓	✓	✓	✓	✓	✓	✓
<ul style="list-style-type: none"> must offer the customer the option of repaying the amount undercharged under an instalment plan: 	✓	✓	✓	✓	✓	✓	
<ul style="list-style-type: none"> – which meets prescribed conditions 	✓						
<ul style="list-style-type: none"> – which covers a period at least equal to the period over which the undercharging occur 	✓	✓	✓	✓	✓	✓	
<ul style="list-style-type: none"> must allow the customer at least 30 days from the date of the account in which to pay the amount. 							✓

APPENDIX 11 – Jurisdictional comparison: Overcharging

Table 4.12: Jurisdictional comparison – Overcharging

	WA Code 4.18	SA ERC 6.6	VIC ERC 6.3	NSW ES(G)R 27	ACT CPC 13.9	QLD EIC 4.10.3	TAS ESI (TC)R 14
If customer has been overcharged as a result of act or omission by the retailer, the retailer:							
• must use its best endeavours to inform the customer within:							
– 10 business days	✓	✓	✓	✓		✓	
– 14 days							✓
(if amount is more than \$25)				✓			
• must use its best endeavours to ask the customer for instructions as to whether the amount should be:							
– credited to the customer's account; or	✓	✓					✓
– repaid to the customer	✓	✓					✓
– paid to another person		✓					
(only if amount is more than \$100)		✓					
If a retailer receives instructions from the customer, the retailer must refund the amount in accordance with the customer's instructions within:			✓				
• 10 business days		✓					
• 12 business days	✓						
(only if amount is more than \$25)				✓			
(only if amount is more than \$100)		✓					
If a retailer does not receive instructions from the customer –							
• within 20 business days.	✓	✓					
• within 30 days							✓
• the retailer must:							
• credit the customer's next bill	✓	✓	✓	✓			
• refund the amount of the overcharge to the customer, with interest, by cheque							✓
–							
–							
• (only if amount is less than \$25)				✓			
• (only if amount is less than \$100 and if retailer still supplies customer)		✓					
A retailer must, if the customer has already paid that amount, credit that amount to the customer's next bill (unless the customer reasonably requests otherwise in which case the retail entity must comply with that request).						✓	
A retailer must adjust the customer's account by refunding the amount overcharged or by reducing the amount of the next account sent to the customer.					✓		

	WA	SA	VIC	NSW	ACT	QLD	TAS
A retailer must pay the customer within 10 business days, if retailer no longer supplies customer.		✓				✓	
• and amount overcharged is less than \$100		✓					
No interest accrues to any credit or refund resulting from an overcharge.	✓	✓				✓	
Interest accrues to any credit or refund resulting from an overcharge				✓			✓
If amount is less than \$100, the customer may instruct retailer to credit customer's account, repay the customer or pay another customer – and retailer must comply.		✓					
If there is insufficient evidence to determine the period of overcharging, the period of overcharging will be deemed to be 12 months.						✓	

APPENDIX 12 – Financial hardship provisions from *Victorian Electricity Industry Act 2000*

43. Financial hardship policies

- (1) A licence to sell electricity is deemed to include a condition requiring the licensee to prepare a policy complying with this section to deal with domestic customers experiencing financial hardship and to submit it for approval to—
 - (a) the Minister, if required to do so under section 46, within the period specified in the notice under that section; and
 - (b) the Commission by 31 March 2007.
- (2) A financial hardship policy submitted under subsection (1) must include—
 - (a) flexible payment options for payment of electricity bills; and
 - (b) provision for the auditing of a domestic customer's electricity usage (whether wholly or partly at the expense of the licensee); and
 - (c) flexible options for the purchase or supply of replacement electrical equipment designed for domestic use from the licensee or a third party nominated by the licensee; and
 - (d) processes for the early response by both licensees and domestic customers to electricity bill payment difficulties.
- (3) A licence to sell electricity is deemed to include a condition requiring the licensee to implement an approved financial hardship policy by the date specified in the approved financial hardship policy.
- (4) A term or condition in a contract for the supply or sale of electricity by a licensee to a domestic customer is void to the extent that it is inconsistent with the approved financial hardship policy of the licensee.

44. Commission may develop guidelines

- (1) The Commission may prepare and issue guidelines in relation to the development and implementation by licensees of financial hardship policies.
- (2) The Commission may amend any guidelines issued under this section.
- (3) The Commission must publish each guideline issued under this section and each amendment of a guideline.

45. Commission may approve financial hardship policy

- (1) The Commission must consider a financial hardship policy submitted by a licensee in accordance with section 43 and may approve the policy if it considers it appropriate.
- (2) In deciding whether to approve a financial hardship policy the Commission must have regard to—
 - (a) the essential nature of the electricity supply; and

- (b) community expectations that licensees will work with domestic customers to manage customers' present and future electricity usage and associated financial obligations; and
 - (c) community expectations that the electricity supply will not be disconnected solely because of a customer's inability to pay for the electricity supply; and
 - (d) the principle that the electricity supply to premises should only be disconnected as a last resort; and
 - (e) the principle that there should be equitable access to financial hardship policies and that those policies should be transparent and applied consistently.
- (3) The Commission must not approve a financial hardship policy that does not include the provisions set out in section 43(2).
- (4) The Commission may, at the request of the licensee, approve a variation or replacement of an approved financial hardship policy.

46. Minister may approve financial hardship policy

- (1) The Minister may, by notice in writing, require a licensee to submit a financial hardship policy to the Minister for approval within the period specified in the notice.
- (2) The Minister may approve a financial hardship policy of a licensee if the Minister considers it appropriate.
- (3) In considering a financial hardship policy, the Minister may have regard to the matters set out in section 45(2).
- (4) A licensee's financial hardship policy approved by the Minister remains in force until a policy is approved by the Commission under section 45 in relation to that licensee.

46A. Licensee not to disconnect if there is compliance with financial hardship policy

- (1) A licence to sell electricity is deemed to include a condition that the licensee must not disconnect the supply of electricity to a domestic customer if that customer—
 - (a) has entered into an agreement with the licensee under the terms of an approved financial hardship policy of the licensee; and
 - (b) is complying with the terms and conditions of the agreement.
- (2) A term or condition in a contract for the supply or sale of electricity by a licensee to a domestic customer is void to the extent that it is inconsistent with a condition set out in sub-section (1).

APPENDIX 13 – Jurisdictional comparison: Reminder notices and disconnection warnings for failure to pay a bill

Table 7.4: Jurisdictional comparison – Reminder notices and disconnection warnings for failure to pay a bill

	WA	SA	VIC	NSW	ACT	QLD	TAS
	COC 7.1	ERC 9.2.2	ERC 13.1 28.3	ESR Sch2 12	CPC 17.4 17.6	EIC 4.17	ESI (TC)R 23
REMINDER NOTICES							
Retailer must give reminder notice.	✓	✓	✓	✓	✓	✓	
Reminder notice must include:							
• grounds authorising the disconnection				✓	✓		
• retailer's telephone number for billing and payment enquiries	✓						
• advice that the retailer may disconnect the customer's supply and date from which disconnection may occur				✓	✓		
• advice on how the retailer may assist if customer is experiencing payment problems	✓						
• advice on existence of complaint handling processes (incl. Energy Ombudsman/ESCC)				✓	✓	✓	
• advice on concessions				✓	✓		
• advice on payment arrangements				✓	✓		
• request for customer to contact retailer					✓		
• advice on translation services					✓		
• advice on customer's rights				✓			
Reminder notice must be given:							
• not less than 13 business days from date of dispatch of bill	✓						
• not less than 14 business days from date of dispatch of bill			✓				
CONTACT							
Retailer must use best endeavours to contact customer	✓	✓		✓		✓	
At least one attempt to contact outside of business hours, if all other attempts have failed.				✓			
DISCONNECTION WARNING							
Retailer must give disconnection warning	✓	✓	✓	✓	✓	✓	✓
Disconnection warning must include:							
• grounds authorising the disconnection				✓	✓		
• advice that the retailer may disconnect the customer's supply and date from which disconnection may occur	✓		✓	✓	✓		
• telephone number for payment assistance enquiries			✓				
• advice on existence of complaint handling processes (incl. Energy Ombudsman/ESCC)	✓			✓	✓		✓
• advice on concessions				✓	✓		

• advice on payment arrangements				✓	✓		
• request for customer to contact retailer					✓		
• advice on translation services					✓		
• advice on customer's rights				✓			
• telephone number of Ombudsman			✓				
Disconnection warning must be given:							
• not less than 18 business days from the date of dispatch of the bill	✓						
• not less than 22 business days from the date of dispatch of the bill			✓				
• not less than 7 days after reminder notice has been sent				✓	✓		
• not less than 5 business days after reminder notice has been sent						✓	
GENERAL							
Retailer must advise customer of:							
• available concessions		✓				✓	
• alternative payment arrangements		✓				✓	
• existence of Energy Ombudsman		✓					
RECORD KEEPING							
Retailer must keep records of actions taken				✓			

APPENDIX 14 – Jurisdictional comparison: Limitations on disconnection for failure to pay bill

Table 7.5: Jurisdictional comparison – Limitations on disconnection for failure to pay bill

	WA	SA	VIC	NSW	ACT	QLD	TAS
	Code	ERC	ERC	ES(G)R	CPC	EIC	N/A
	7.2 7.6(i)	9.2.3 9.7	13.1 14(a)	Sch1 7 Sch2 12	17.1 17.4	4.17.4 4.17.13	
A retailer must not arrange for disconnection of a customer's electricity supply for failure to pay a bill:							
• within 1 business day of the expiry of the "final due date"	✓						
• within 5 business days of the expiry of the "final due date"					✓		
• alternative payment arrangements: if the customer has accepted the retailer's offer for alternative payment arrangements and has used reasonable endeavours to settle the debt before the expiry of the "final due date"	✓	✓	✓		✓	✓	
• instalment plan:							
– if the failure does not relate to an instalment under the customer's first instalment plan with the retailer			✓				
– if the customer has applied for alternative payment arrangements and is awaiting the retailer's decision				✓			
• regulator approved amount: if the amount due is less than an amount determined by the regulator	✓	✓	✓		✓	✓	
• concessions: if the customer has made an application for a concession and is awaiting a decision on the application	✓	✓	✓	✓			
• other goods and services: if the customer has failed to pay an amount which does not relate to the supply of electricity	✓	✓	✓			✓	
• other supply address:							
– if the bill relates to a different supply address			✓				
– if the bill relates to a different supply address (other than a previous supply address)	✓						
• financial assistance: if the customer has contacted the retailer about financial assistance and the retailer has not (yet) provided advice to the customer			✓				
• ombudsman: if the customer has made a complaint to the ombudsman and the complaint remains unresolved	✓	✓	✓	✓		✓	
• hardship complaint: if the customer has made a hardship complaint to the ESCC and the retailer has been advised by ESCC that complaint has been received					✓		

APPENDIX 15 – Aboriginal Remote Communities Power Supply Project and Town Reserve Regularisation Program

Aboriginal Remote Communities Power Supply Project (ARCPSP)

ARCPSP currently consists of two phases.

Phase 1

Phase 1 involves the installation of PPMs in the following five remote communities:

- Bidydanga
- Beagle Bay
- Djarindjin/Lombadina
- Ardyaloon
- Warmun

It is anticipated that all five communities will be commissioned by the end of calendar year 2007.

Phase 2

Phase 2 is still in the planning stage. It is expected that phase 2 will be rolled out in stages of 3-4 communities at a time. At this time, it is anticipated that the following communities may take part:

- | | |
|-------------------------|----------------|
| • Jigalog | • Balgo |
| • Kalumburu | • Yandeyarra |
| • Minbibungu (Billiuna) | • Noonkanbah |
| • Oombulgurri | • Burringurrah |
| • Warburton | • Warakurna |

Phase 2 communities are planned for commissioning by end of calendar year 2010.

Town Reserves Regularisation Program (TRRP)

TRRP communities include:

- | | |
|----------------|------------------|
| • Barrell Well | • Burrinunga |
| • Bilgungurr | • Cheeditha |
| • Bindi Bindi | • Cullacarbardee |
| • Bondini | • DarIngunaya |
| • Budulah | • Djimung Gnuda |
| • Bungardi | • Emu Creek |
| • Burawa | • Guda Guda |

- Iragul
- Irrungadji
- Junjuwa
- Karmulinunga
- Katampul (Nambi Rd)
- Kurnangki
- Kurrawang
- Lundja
- Madunka Ewerry
- Mallingbar
- Mardiwah Loop
- Marmion Village
- Mindi Rardi
- Mirima
- Mirtunkarra
- Morgans Camp
- Mowanjum
- Mungullah
- Nicholson Camp
- Nillir Irbanjin
- Ninga Mia
- Nulleywah
- Parnpajinya
- Parukapan
- Perth Nyoongar
- Pipunya
- Tjalka Boorda
- Tjalku Wara
- Urban Aboriginal Community of Henley Brook
- Warrayu
- Warakurna
- Wongatha Wonanarra
- Yardgee

APPENDIX 16 – Examples of PPM research

- Electricity Association, *Affording Gas and Electricity: Self Disconnection and Rationing by Prepayment and Low Income Credit Consumers and Company Attitudes to Social Action*, March 2001 (<http://www.ccp.uea.ac.uk>)
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- TasCOSS, *Pre-payment meters in Tasmania: Consumer views and issues*, August 2006 (<http://www.tascoss.org.au/uploads2005/pre-payment%20meters%20in%20Tasmania.pdf>)
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- Waddams Price, C., *Prepayment Meters: Boon or Bane?*, Energy Action, Issue no 84, August 2001 (<http://www.ccp.uea.ac.uk>)
- Waddams Price, C., *Prepayment meters: The consumer perspective*, Energy Action, Issue no 86, March 2002 (<http://www.ccp.uea.ac.uk>)

APPENDIX 17 – Jurisdictional comparison: Information provision

Table 9.5: Jurisdictional Comparison – Information to be provided prior to entering into contract (either upon request or mandatory).

	WA Code 9.4(1) ¹	SA N/A	ACT PPMSC 4.3 ²
Commencement date of contract			✓
Applicable fees, charges and tariffs	✓		✓
Tariffs, fees and charges relative to tariffs, fees and charges for non-PPM customers	✓		
Costs associated with PPM			✓
Operation of PPM	✓		✓ ³
Method by which customer will receive energy concessions			✓
Methods by which customer can make payments to PPM account	✓		✓
Location of payment centres or recharge facilities (if relevant)	✓		✓
Amount of emergency credit available	✓		✓
Credit retrieval	✓		
Connection and installation costs			✓
Termination and removal or reversion charges, the circumstances in which they apply and the method of calculation of those charges			✓
Dispute resolution options			✓
Details of rescission right			✓
Details of trial period			✓
Contact details for retailer's enquire, complaints and emergency service			✓
Contact details for utility's faults service			✓
How a customer can have PPM removed at no cost if they move into residence where PPM is already installed			✓

¹ Upon request

² Upon request or prior to entering into contract (mandatory)

³ Refer to clause 4.4(1)

Table 9.6: Jurisdictional Comparison – Information to be provided with a PPM contract (i.e. at time of entering into contract).

	WA Code 9.4(2)	SA PPMSC 2.3	ACT PPMSC 4.7(1)
Commencement date of contract		✓	
Applicable fees, charges and tariffs	✓	✓	
Tariffs, fees and charges relative to tariffs, fees and charges for non-PPM customers	✓		
Costs associated with PPM		✓	
Operation of PPM	✓	✓ ¹	
Method by which customer will receive energy concessions		✓	
Details of any concessions customer may be eligible to receive	✓		
Amount of any concessions to be given to the customer	✓		

	WA	SA	ACT
Methods by which customer can make payments to PPM account	✓	✓	✓
Location of payment centres or recharge facilities (if relevant)	✓	✓	✓
Amount of emergency credit available	✓	✓	✓
Credit retrieval	✓	✓ ¹	✓
Connection and installation costs		✓	
Dispute resolution options		✓	
Termination and removal or reversion charges, the circumstances in which they apply and the method of calculation of those charges		✓	
Details of rescission right		✓	
Details of trial period		✓	
Contact details for retailer's enquiry, complaints and emergency service	✓	✓	✓
Contact details for utility's faults service	✓		✓
Contact details to obtain NMA and checksum			✓
Contact details to obtain information necessary to calculate greenhouse gas emissions			✓
Information on the availability and scope of the Code	✓		
Meter identification number	✓		
Supply address and any relevant mailing address	✓		
Information on the availability of multi-lingual services	✓		✓
Information on the availability of TTY services	✓		
Advice as to how the retailer may assist if the customer is experiencing payment difficulties or financial hardship	✓		
Information on the ESCC hardship role and contact details of ESCC			✓
Advice on how to make a complaint to, or enquiry of, the retailer	✓		
Details on external complaints handling processes	✓		
General information on the safe use of electricity	✓		
Information on the availability of the retailer's Customer Service Charter	✓		

¹ Refer to clause 2.4.1

Table 9.7: Jurisdictional Comparison – Information to be provided on, or directly adjacent to, the PPM

	WA Code 9.4(3)	SA PPMSC 4.3.1	ACT PPMSC 5(1)
Financial balance of the PPM, accurate as to within \$1.00 of the actual balance	✓	✓	✓
Whether the PPM is operating in normal credit or emergency credit mode	✓	✓	✓
Current consumption information (in both kW or MJ and \$AUD)		✓	✓
A telephone number for enquiries	✓		
The distributor's 24 hour telephone number for faults and emergencies	✓		
Details of recharge facilities	✓		

Table 9.8: Jurisdictional Comparison – Information to be provided upon request (after contract has been entered into)

	WA Code 9.4(4)	SA PPMSC 2.4.3	ACT PPMSC 4.7(2)
Total energy consumption	✓	✓	✓
Average daily consumption	✓	✓	✓
Average daily cost of consumption	✓	✓	✓

Table 9.9: Jurisdictional Comparison – Operating instructions

	WA Code 9.4(1)(c)	SA PPMSC 2.4.1	ACT PPMSC 4.4(1)
A retailer must provide operating instructions:			
• upon request	✓		
• to a customer who enters into a contract		✓	
• to a customer who intends to enter into a contract			✓
• to a customer who has entered into a contract			✓
Operating instructions must be expressed in clear, simple and concise language.	✓	✓	✓
Operating instructions must be in a format which makes it easy for a person not familiar with the operation of a prepayment meter system to understand		✓	✓

APPENDIX 18 – South Australian Prepayment Meter System Code



PREPAYMENT METER SYSTEM CODE

May 2005



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1. PRELIMINARY

1.1. Authority

- 1.1.1. This industry code is made by the **Commission** pursuant to the powers of the **Commission** under section 28 of the *Essential Services Commission Act 2002*.

1.2. Interpretation

- 1.1 Words and phrases in bold like **this** in this industry code are defined in clause 6.1.
- 1.2 This industry code must be interpreted according to the principles in clause 6.2.

1.3. Application

- 1.3.1. This industry code applies to each **retailer** as a condition of its retail licence granted under the Electricity Act 1996 or the Gas Act 1997 unless otherwise expressly provided in this industry code.
- 1.3.2. This industry code applies only to **retailers** that have the approval of the **Commission** to implement a **prepayment meter system** pursuant to their retail licence issued by the **Commission**.
- 1.3.3. Nothing in this industry code is to be taken as requiring a **retailer** to offer a **prepayment meter market contract**.

1.4. Interaction between industry codes

- 1.4.1. This industry code is to be read in conjunction with the **Energy Retail Code**, the **Energy Marketing Code** and the **Energy Customer Transfer and Consent Code**.
- 1.4.2. References in the **Energy Retail Code**, the **Energy Marketing Code** and the **Energy Customer Transfer and Consent Code** to **market contracts** are to be read as also referring to **prepayment meter market contracts**.
- 1.4.3. To the extent that there is any inconsistency between this industry code and an industry code specified in clause 1.4.1 in relation to a **prepayment meter market contract**, this industry code will prevail.



1.5. Other Acts, industry codes and guidelines

- 1.5.1. Not all aspects of a **retailer's** obligations in respect of a **prepayment meter market contract** are regulated by this industry code.
- 1.5.2. A **retailer's** obligations and some aspects of the relationship between a **small customer** and a **retailer** are also affected by:
 - (a) Acts of Parliament and regulations made under those Acts of Parliament;
 - (b) the retail licence held by the **retailer**;
 - (c) other industry codes made by the **Commission** from time to time; and
 - (d) the terms of an agreement in place between a **retailer** and a **distributor**.

2. PREPAYMENT METER MARKET CONTRACTS

2.1. *Prepayment meter market contract*

- 2.1.1. A **retailer** must only sell energy to a **small customer** using a **prepayment meter system** under a **prepayment meter market contract** or a **default contract**.
- 2.1.2. A **retailer** must not sell energy to a **small customer** using a **prepayment meter system** under a **standing contract**.

2.2. *Consent*

- 2.2.1. A **retailer** must obtain the **explicit informed consent** of a **small customer** to enter into a **prepayment meter market contract**.
- 2.2.2. The **explicit informed consent** of a **small customer** can be obtained only after timely, accurate, verifiable and truthful information about the **prepayment meter market contract** has been provided to the **small customer**.
- 2.2.3. A **retailer** must not use undue harassment or coercion in connection with the sale or possible sale of energy to a **small customer** under a **prepayment meter market contract**.

2.3. *Written Disclosure Statement*

- 2.3.1. Subject to this clause 2.3, a **retailer** must comply with the **Energy Marketing Code** in relation to the marketing of **prepayment meter market contracts**.
- 2.3.2. The **written disclosure statement** which must be provided to a **small customer** in respect of a **prepayment meter market contract** must include, in lieu of the information specified by clauses 14(c) to (l) of the **Energy Marketing Code**, the following information:
 - (a) the date of commencement of the **prepayment meter market contract**;
 - (b) the fees, charges and tariffs that will be applicable for the retailing of **energy** under the **prepayment meter market contract**;
 - (c) all costs to the **small customer** associated with entering into the **prepayment meter market contract** including fees, charges and tariffs;
 - (d) the method by which the **small customer** will receive any State Government energy concession to which they are entitled;



- (e) the methods by which the **small customer** can make payments to the **prepayment meter system** account and the locations of payment centres or recharge facilities (if relevant);
- (f) the amount of emergency credit to be provided in the **prepayment meter system**;
- (g) connection and installation costs;
- (h) termination and **prepayment meter system** removal or reversion charges which may apply, the circumstances in which such charges will apply and the method of calculation of those charges;
- (i) dispute resolution options which are available to **small customers**;
- (j) details of the right conferred on the **small customer** to rescind the **prepayment meter contract** in accordance with clause 1.3.3 of the **Energy Retail Code** Part A;
- (k) details of the **trial period** at or before the expiry of which the **small customer** may terminate the contract; and
- (l) contact details for the **retailer's small customer** enquiry, complaints and emergency service.

2.4. Provision of Information

Operating Instructions

2.4.1. A **retailer** must, at no charge, provide the following information on the use of the **prepayment meter system** to a **small customer** who enters into a **prepayment meter market contract** :

- (a) instructions on how to operate the **prepayment meter system** which are:
 - (i) expressed in clear, simple and concise language, and
 - (ii) in a format which makes it easy for a person not familiar with the operation of a **prepayment meter system** to understand;
- (b) instructions on how to access the emergency credit facility of the **prepayment meter system**;
- (c) instructions on how to obtain a refund of remaining credit when the **prepayment meter market contract** is terminated;

- (d) instructions on how and where payments to the **prepayment meter system** account can be made; and
 - (e) the **retailer's** telephone number(s) for complaints, enquiries and emergencies.
- 2.4.2. If requested by the **small customer**, the **retailer** must use its best endeavours to provide the operating instructions in a language other than English requested by the **small customer**.

Consumption Information

- 2.4.3. On request, a **retailer** must, at no charge, give a **small customer** the following information relating to the **small customer's supply address**:
- (a) total energy consumption;
 - (b) average daily consumption; and
 - (c) average daily cost of consumption

for the previous two years or since the commencement of the **prepayment meter market contract** (which ever is the shorter) divided into quarterly segments.

2.5. Minimum Terms and Conditions

- 2.5.1. In addition to the requirement specified in clause 1.4 of the **Energy Retail Code** Part A, a **retailer** must ensure that the terms and conditions of each **prepayment meter market contract** it enters into with a **small customer** are not inconsistent with the following provisions:

Mandatory Trial Period

- (a) a **prepayment meter market contract** must provide for a minimum three-month period at or before the expiry of which the **small customer** may terminate the **prepayment meter market contract** with no penalty, exit or termination charges or meter removal or reversion charges (the **trial period**);
- (b) where a **small customer** exercises the termination right under clause 2.5.1(a), the **retailer** must make immediate arrangements for:
 - (i) the removal or rendering non-operational of the **prepayment meter system** at no cost to the **small customer**,



- (ii) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter** at no cost to the **small customer**; and
 - (iii) provide information about and a general description of the **standing contract** and **market contract** options available to the **small customer**.
- (c) the **retailer** must send a notice to the **small customer** not more than twenty **business days** and not less than ten **business days** prior to the expiry of the **trial period** advising the **small customer** of the date of the expiry of the trial period and the options available to the **small customer**.

Specification of Fees and Charges

- (d) a **small customer** who is a party to a **prepayment meter market contract** is only liable for fees (which may include connection and installation fees, fees for the provision of or replacement of a card to operate the **prepayment meter system**, termination and meter removal or reversion charges) permitted by this industry code and other fees approved by the **Commission** and charges (comprising distribution, retail and other charges relating to the sale and supply of energy at the **small customer's supply address**) specified and identified in the **prepayment meter market contract**.

Separate charging for other goods and services

- (e) where a **retailer** provides goods and services, other than those goods and services referred to in 2.5.1(d), the **retailer** must bill the **small customer** for those goods and services separately and must not recover any payment for those goods and services under the **prepayment meter market contract** or under any other contract or agreement which adjusts the charges in the **prepayment meter system** to recover the amount.

Limitation on the recovery of debt

- (f) subject to this industry code, where a **small customer** owes a debt to a **retailer**, other than of a kind referred to in clause 4.9 or clause 4.10, the **retailer** must not recover any repayments of the debt under the **prepayment meter market contract** or under any other contract or agreement which adjusts the charges in the **prepayment meter system** to recover the amount of the debt.

Credit Retrieval

- (g) a **prepayment meter market contract** must explain how a **small customer** can obtain a refund of any credit remaining in the **prepayment meter system** account when the **prepayment meter market contract** is terminated or otherwise ends.

Life Support Equipment

- (h) a **retailer** must not enter into a **prepayment meter market contract** with a **small customer** who requires a **life support system**.
- (i) if a **small customer** notifies the **retailer** that he or she now requires a **life support system**, the **retailer** must make immediate arrangements for:
 - (i) the removal or rendering non-operational of the **prepayment meter system** at no cost to the **small customer**,
 - (ii) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter** at no cost to the **small customer**; and
 - (iii) provide information about, and a general description of, the **standing contract** and **market contract** options available to the **small customer**.

2.6. Application of the Energy Retail Code

2.6.1. A **retailer** need only comply with the **Energy Retail Code** Part A in respect of a **prepayment meter market contract** to the extent provided in this clause 2.6:

- (a) Clause 1.3.3 Cooling off;
- (b) Clause 1.3.4 Compliance with applicable regulatory instruments;
- (c) Clause 1.3.5 Commencement of financial responsibility under market contracts;
- (d) Clause 1.3.6 Laws of South Australia to govern market contracts;
- (e) Clause 1.3.7 Restrictions on Retailer's limitation of liability in market contracts;



- (f) Clause 1.6.1 (b), (c) and (d) in situ terminations;
- (g) Clause 1.6.2 (a), (b) and (d) Termination for vacation of supply address;
- (h) Clause 2 Customer Charter and Service Standards;
- (i) Clause 3 Enquiries Complaints and Dispute Resolution;
- (j) Clause 4 Applications;
- (k) Clause 7.5 Concessions Rebates or Grants;
- (l) Clause 8 Security Deposits and Alternatives;
- (m) Clause 11 Special Needs;
- (n) Clause 12 Advice on the Use of Energy;
- (o) Clause 13 Force Majeure;
- (p) Clause 14 Retailer of Last Resort;

2.6.2. All references to **market contracts** or customer sale contracts in the clauses of the **Energy Retail Code** specified in clause 2.6.1 are to be read as including **prepayment meter market contracts**.

3. PREPAYMENT METER DEFAULT CONTRACTS

3.1. *Default Contract Terms and Conditions*

3.1.1. The **default contract** terms and conditions for electricity and gas **default customers** who take **supply** at a **supply address** at which a **prepayment meter system** is installed must include the following minimum terms and conditions:

- (a) That the **retailer** will not charge the **default customer** any fees, charges or other costs (other than energy costs and a fair and reasonable deposit for the use of a smart card or other similar technology if required to access the **prepayment meter system**) for using the **prepayment meter system**,
- (b) That the **retailer** will, if requested to do so by the **default customer** make immediate arrangements for:
 - (i) the removal or rendering non-operational of the **prepayment meter system** at no cost to the **default customer**; and,
 - (ii) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter** at no cost to the **default customer** and.
- (c) default contract terms and conditions set out in the **Energy Retail Code** Part B or C, appropriately amended to take account of differences which arise with the use of prepayment meters.

3.2. *Obligations to advise of default contract*

3.2.1. Where a **default customer** enters into a **default contract** with a **retailer** which is financially responsible to pay the wholesale energy market for energy used at a **supply address** where a **prepayment meter system** is installed, the **retailer** must, within five (5) **business days** of becoming aware that a **default customer** has entered into a contract with it, advise that **default customer** of:

- (a) the terms and conditions of the **default contract**,
- (b) information on how to operate the **prepayment meter system** and the location of recharge facilities (if relevant);



- (c) the existence and a general description of the **retailer's prepayment meter market contracts, market contracts**, if any and, if the **retailer** has the standing offer obligation under the **Electricity Act** or **Gas Act**, the **retailer's standing contract**,
- (d) whether or not the **retailer** proposes to offer the **default customer** a contract of a kind referred to in (c),
- (e) the ability of the **default customer** to choose a **retailer** from whom it wishes to purchase **energy**,
- (f) the existence of the **standing contract** offered by the **retailer** which has the **standing offer obligation** under the **Electricity Act** or **Gas Act** and contact details for that **retailer**, but this advice must only be given if the **retailer** does not propose to offer a **market contract** or a **prepayment meter market contract** to the **default customer**,
- (g) the ability of the **default customer** to request that the **retailer** make immediate arrangements for:
 - (i) the removal or rendering non-operational of the **prepayment meter system** at no cost to the **default customer** and
 - (ii) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter** at no cost to the **default customer**.

4. REQUIREMENTS FOR PREPAYMENT METER SYSTEMS

4.1. Customer consultation

- 4.1.1. A **retailer** which offers to sell energy to **small customers** using a **prepayment meter market contract** must establish a Prepayment Meter Customer Consultation Group with membership drawn from South Australian consumers with its **prepayment meter systems** and South Australian consumer groups.
- 4.1.2. Information about the meetings and activities of a **retailer's** Prepayment Meter Customer Consultation Group must be detailed on the **retailer's** web-site.
- 4.1.3. The Consultation Group must continue in existence for a minimum of three years from the date on which the Commission approves the adoption of a **prepayment meter system** by a **retailer**.

4.2. Customer enquiries and complaints

- 4.2.1. A **retailer** must, prior to commencing to sell electricity or gas to **small customers** under a **prepayment meter market contract**, establish and maintain an enquiry, complaints and emergency telephone service to provide information, advice and assistance about the operation of the **retailer's prepayment meter system**.
- 4.2.2. If the service established by the **retailer** under clause 3.1.1 of the **Energy Retail Code**, is able to provide the information advice or assistance described in clause 4.2.1, then it may be used for the purpose of this industry code.

4.3. System Requirements

- 4.3.1. A **retailer** offering a **prepayment meter market contract** must ensure that:

System Display

- (a) the **prepayment meter system** displays:
- (i) the financial balance of the **prepayment meter system**, accurate as to within \$1.00 of the actual balance;
 - (ii) whether the **prepayment meter system** is operating in normal credit or emergency credit mode; and
 - (iii) current consumption information (in both kW or MJ and \$AUD).



Disconnection Times

- (b) the ***prepayment meter system*** does not disconnect supply to the ***small customer*** other than between the hours of 10.00am and 3.00pm on a week day;

Recommencement of Supply

- (c) where supply has been disconnected through the means of the ***prepayment meter system***, the ***prepayment meter system*** is capable of recommencing supply as soon as information is communicated to the ***prepayment meter system*** that a payment to the ***prepayment meter system*** account has been made which exceeds the amount of emergency credit;

Concessions

- (d) ***small electricity customers*** who are entitled to the State Government energy concession receive the benefit of that entitlement;

Emergency Credit

- (e) the ***prepayment meter system*** must provide an amount of emergency credit not less than:
 - (i) for electricity - \$10 (or such other amount as is approved by the ***Commission*** from time to time);
 - (ii) for gas - \$5 (or such other amount as is approved by the ***Commission*** from time to time)

Access to Metering Data

- (f) access is provided to ***metering data*** as required by all ***applicable regulatory instruments***

4.4. Payment Difficulties and Hardship

Capacity of Prepayment Meter Management System

- 4.4.1. A ***retailer's prepayment meter system*** must be capable of identifying to the ***retailer*** every instance on which a ***small customer*** has ***self-disconnected*** and the duration of that disconnection.

Dealing with Payment Difficulties

4.4.2. Where a ***small customer*** informs the ***retailer*** in writing or by telephone that the ***small customer*** is experiencing payment difficulties, or the ***retailer's prepayment meter system*** management system identifies to the ***retailer*** in accordance with clause 4.4.1 that a ***small customer*** has ***self-disconnected*** three or more times in any three-month period for longer than 240 minutes on each occasion the ***retailer*** must contact the ***small customer*** as soon as is reasonably practicable to:

- (a) offer to make immediate arrangements for:
 - (i) the removal or rendering non-operational of the ***prepayment meter system***; and
 - (ii) the installation of a ***standard meter*** or the reversion of the ***prepayment meter system*** to a standard operating mode so that the ***prepayment meter system*** operates as a ***standard meter***;

at no cost to the ***small customer***.

- (b) provide information about, and a general description of, the ***standing contract*** and ***market contract*** options available to the ***small customer***,
- (c) provide information about and referral to State Government assistance programmes, and
- (d) provide information on independent financial and other relevant counselling services.

Record Keeping

4.4.3. The ***retailer*** must maintain verifiable records of customer contacts under this clause 4.4 in a format which permits the ***retailer*** to answer any enquiries by the ***Commission***, the ***Industry Ombudsman*** or any other entity permitted by an ***applicable regulatory instrument*** to access that information.

4.5. Payment towards prepayment meter system account

Recharge Facilities, Times and Locations

4.5.1. A ***retailer*** which has entered into a ***prepayment meter market contract*** with a ***small customer*** must ensure that it has in place facilities for the ***small customer*** to make payments in relation to the ***prepayment meter system*** account by at least one of the following methods:



- (a) by cash, at a minimum of two locations which are readily accessible to the **small customer**, one of which is open between 9.00am and 5.00pm on any day of the week (including Saturdays, Sundays and public holidays (excluding Christmas Day)); or
- (b) by a 24-hour, 7 days a week telephone service, using credit card, debit card, electronic funds transfer or any other telephone payment method which is acceptable to the **retailer** and agreed to by the **small customer**, or
- (c) by a 24-hour 7 days a week electronic or other payment method which is acceptable to the **retailer** and agreed to by the **small customer**.

Minimum Payment

- 4.5.2. A **retailer** must ensure the minimum amount that the **small customer** can pay in relation to the **prepayment meter system** account is an amount between \$1.00 and \$10.00.

4.6. Variation of charges

- 4.6.1. Where a **retailer** has entered into a **prepayment meter market contract** with a **small customer**, a variation in the tariff rate or charge applying to the **small customer** may only be imposed if notice of new rates or charges is provided to the **small customer** at least 20 **business days** before the variation takes effect.
- 4.6.2. Notice must be given in accordance with the method outlined in the **prepayment meter market contract**.

4.7. System Testing

- 4.7.1. Where a **small customer** requests that the whole or part of the **prepayment meter system** be checked or tested, the **retailer** must make immediate arrangements for one or more of the following:
 - (a) a check of the **metering data**;
 - (b) a check or test of the **prepayment meter system** or
 - (c) a check or test by the **responsible person** for the meter installation at the **small customer's connection point**.
- 4.7.2. The customer must pay the **retailer** in advance the **retailer's** (and, where appropriate, the **small customer's distributor's** or metering provider's)

reasonable charge (whichever is applicable) for any checks or tests undertaken in accordance with clause 4.7.1.

- 4.7.3. If a **prepayment meter system** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with clause 4.7.1, a **retailer** must:
- (a) correct any overcharging or undercharging in accordance with clauses 4.8 and 4.9;
 - (b) refund any fee paid in advance under clause 4.7.2;
 - (c) make immediate arrangements to replace or repair the **prepayment meter system**, and
 - (d) advise the **small customer** of the existence of its dispute resolution processes under clause 3 of the **Energy Retail Code**

4.8. Overcharging

- 4.8.1. Where a **small customer** has been overcharged as a result of an act or omission of the **retailer** or **distributor**, the **retailer** must inform the **small customer** of that overcharging within 10 **business days** of the **retailer** becoming aware of that overcharging and:
- (a) ask the **small customer** for instructions as to whether the amount should be:
 - (i) repaid to the **small customer** or
 - (ii) added to the balance of the **prepayment meter system** account.
 - (b) where the **retailer** asks for instructions from a **small customer** under (a) and no instructions are provided by the **small customer** within 20 **business days**, the **retailer** must add to the balance of the **prepayment meter system** account the amount overcharged to the **small customer**.

4.9. Undercharging

- 4.9.1. Where a **retailer** has undercharged a **small customer** as a result of an act or omission of the **retailer** or **distributor**, the **retailer** must inform the **small customer** within 10 **business days** of becoming aware of that undercharging and at that time indicate the amount undercharged and whether or not it proposes to recover from the **small customer** the amount undercharged.



4.9.2. Where a **retailer** proposes to recover an amount undercharged as a result of a **retailer's** or **distributor's** error, the **retailer** must:

- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to informing the **small customer** of the undercharging;
- (b) provide details and explanation of the amount to be recovered;
- (c) not charge the **small customer** any interest on the amount;
- (d) offer the **small customer** time to pay the amount undercharged, by agreed instalments or by an agreed adjustment to the charges in the **prepayment meter system**, over a period nominated by the **small customer** being no longer than the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months) or in any other case 12 months.

4.10. Illegal Energy Use

4.10.1. Despite clause 4.9, if a **retailer** has undercharged or not charged a **small customer** as a result of the **small customer's** fraud or intentional consumption of **energy** otherwise than in accordance with **applicable regulatory instruments**, the **retailer** may estimate the consumption for which the **small customer** has not paid and either:

- (a) bill the **small customer** for all of the unpaid amount, or
- (b) make an agreed adjustment to the charges in the **prepayment meter system** to recover the unpaid amount.

5. REVERSION AND TRANSFER

5.1. Customer termination or request for removal

5.1.1. If a **small customer** who is a party to a **prepayment meter market contract** terminates the **prepayment meter market contract** or requests the removal of the **prepayment meter system**, otherwise than in accordance with clause 2.5.1 or clause 4.4 of this industry code, the **retailer** must make immediate arrangements for:

- (a) the removal or rendering non-operational of the **prepayment meter system**;
- (b) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter**; and
- (c) the provision of information about, and a general description of, the **standing contract** and **market contract** options available to the **small customer**.

5.1.2. Subject to the provisions of this industry code relating to the **mandatory trial period** (clause 2.5.1), **life support systems** (clause 2.5.1), hardship (clause 4.4) and default contract arrangements (clause 3), a **retailer** may recover fair and reasonable termination or exit charges and meter removal or reversion charges from a **small customer** who was a party to a **prepayment meter market contract**, if permitted to do so by the **prepayment meter market contract** and if the termination occurs after the **trial period** has elapsed.

5.2. Different Retailer

5.2.1. A **retailer** which is financially responsible to pay the wholesale energy market for energy used at a **supply address** where a **prepayment meter system** is installed must, if requested to do so by a different **retailer** which has entered into a **market contract** or a **standing contract** with a **small customer** at the **supply address** at which the **prepayment meter system** is installed, make immediate arrangements for:

- (a) the removal or rendering non-operational of the **prepayment meter system** at no cost to the different **retailer**; and
- (b) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter**.



meter system operates as a **standard meter** at no cost to the different **retailer**.

- 5.2.2. A **retailer** may recover from a **small customer** who was a party to a **prepayment meter market contract**, the fair and reasonable costs incurred pursuant to 5.2.1 (a) and (b), if permitted to do so by the **prepayment meter market contract** and if the termination occurs after the **trial period** has elapsed.

6. DEFINITIONS AND INTERPRETATION

6.1. Definitions

In this industry code:

applicable regulatory instrument means any Act or regulatory instrument made under an Act, or any industry code, guideline or regulatory instrument issued by the **Commission** that applies to a **retailer**.

business day means a day on which banks are open for general banking business in Adelaide, other than a Saturday or a Sunday.

Commission means the Essential Services Commission established under the Essential Services Commission Act 2002.

connection point means the agreed point of connection between a **small customer's** electricity or gas installation and the distribution network.

distributor means the holder of a licence to operate an electricity distribution network under the *Electricity Act 1996* or the holder of a licence to operate a gas distribution network under the *Gas Act 1997*.

default contract means the **customer sale contract** between a **retailer** and a **default customer** arising in accordance with the regulations under the *Electricity Act* or the *Gas Act*, as the context requires.

default customer means, in relation to a **connection point**, a person who is deemed pursuant to the regulations under the *Electricity Act* or the *Gas Act*, as the context requires, to have a **default contract** with a **retailer** in relation to that **connection point**.

Electricity Metering Code means the industry code of that name made by the **Commission** as amended from time to time.

energy means either or both of gas or electricity.

Energy Customer Transfer and Consent Code means the industry code of that name made by the **Commission** as amended from time to time.

Energy Marketing Code means the industry code of that name made by the **Commission** as amended from time to time.

Energy Retail Code means the industry code of that name made by the **Commission** as amended from time to time.



explicit informed consent means the consent provided by a **small customer** in accordance with the relevant provisions of the **Customer Transfer and Consent Code**.

Gas Metering Code means the industry code of that name made by the **Commission** as amended from time to time.

Industry Ombudsman means the ombudsman appointed under the scheme approved by the **Commission** in accordance with the **retailer's** licence.

life support system has the same meaning given to that term in clause 11 of the **Energy Retail Code**

market contract has the meaning given to that term in the **Energy Retail Code**.

metering data has the meaning given that term:

- (a) in the case of electricity, in the *National Electricity Code*; and
- (b) in the case of gas, in the *Retail Market Rules*.

metering installation type 5R means a **metering installation** installed at a **connection point** through which the **annual electricity consumption level** is less than 160 MWh that meets the requirements specified in Schedule 1 and Schedule 3 of the "South Australian Electricity Supply Industry Metrology Procedure for Type 5, 6 and 7 Metering Installations" published by the **Commission** in accordance with clause 7.3.1(ba)(2) of the **National Electricity Code** and which has communications for remote reading of data;

metering installation type 5M means a **metering installation** installed at a **connection point** through which the **annual electricity consumption level** is less than 160 MWh that meets the requirements specified in Schedule 1 and Schedule 3 of the "South Australian Electricity Supply Industry Metrology Procedure for Type 5, 6 and 7 Metering Installations" published by the **Commission** in accordance with clause 7.3.1(ba)(2) of the **National Electricity Code** and which does not have communications for remote reading of data;

prepayment meter system means a device, componentry, software or other mechanism associated with a **metering installation type 5M**, **metering installation type 5R** or a **standard meter** at a **small customer's connection point** which operates to permit the flow of **energy** through the **meter** when activated by a card, code or some other method.

prepayment meter market contract means a contract between a **retailer** and a **small customer** under which the **small customer** agrees to purchase **energy** by means of a **prepayment meter system**.

responsible person :

- (a) in the case of electricity, has the meaning given to that term in the **Electricity Metering Code** and the National Electricity Code; and
- (b) in the case of gas means the **distributor**.

retailer means a person licensed under the *Electricity Act 1996* to sell electricity or under the *Gas Act 1997* to sell and supply gas, as the case may be.

self-disconnected means the interruption to supply because a **prepayment meter system** has no credit available and includes an interruption to supply because the **prepayment meter system** has no emergency credit available.

small customer has the same meaning as is given to that term in the *Electricity Act 1996* or the *Gas Act 1997* as the case may be.

small electricity customer means a **small customer** who has entered into a contract for the sale of electricity with a **retailer**.

standard meter means a metering installation of the type that would ordinarily be installed by the **responsible person** at the **small customer's connection point** in accordance with the requirements of the **Electricity Metering Code** or the **Gas Metering Code** or the National Electricity Code as the case may be.

standing contract has the same meaning as given to that term in the **Energy Retail Code**

standing offer obligation has the same meaning as given to that term under the **Energy Retail Code**.

trial period has the meaning given to that term in clause 2.5.1(a) of this Code.

written disclosure statement means the document described in clause 14 of the **Energy Marketing Code**.



6.2. Interpretation

In this industry code, unless the context otherwise requires:

- 1.3 Headings and footnotes are for convenience or information only and do not affect the interpretation of this industry code or of any term or condition set out in this industry code.
- 1.4 Words importing the singular include the plural and vice versa.
- 1.5 An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.
- 1.6 A reference to a clause or appendix is to a clause or appendix of this industry code.
- 1.7 A reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute.
- 1.8 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.
- 1.9 A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.
- 1.10 Other parts of speech and grammatical forms of a word or phrase defined in this industry code have a corresponding meaning.

AMENDMENT RECORD

PROVISIONS AMENDED

New entries appear in bold.

Entries that relate to provisions that have been deleted appear in italics.

Provision	How Varied	Commission Decision Date	Gazettal Date (if relevant)	Commencement
PMSC/01	Made by the Essential Services Commission on 27 February 2004.	11 May 2005	SA Government Gazette, 19 May 2005.	19 May 2005

APPENDIX 19 – Australian Capital Territory Prepayment Meter System Code



ICRC

independent competition and regulatory commission

**Prepayment Meter System Code
July 2006**

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INTRODUCTION

- A. The Prepayment Meter System Code (**Code**) is an industry code developed under part 4 of the *Utilities Act 2000* (ACT) (**Utilities Act**). The Code outlines the basic rights of customers, consumers and utilities with respect to the provision of prepayment meter (**PPM**) systems that are not otherwise covered by the Consumer Protection Code (**CP Code**).
- B. This Code only contemplates the use of a PPM system for the provision of electricity and gas to small customers. Utilities are obliged to give effect to these rights primarily through negotiated customer contracts.
- C. The Code also deals with the general conduct of utilities in the delivery of PPM systems. The Code applies to all utilities licensed under the Utilities Act to provide utility services to consumers.
- D. The Code is intended to operate in conjunction with other Commonwealth and ACT law. To the extent that this Code is inconsistent with any such law, that law will take precedence.

PART 1: PRELIMINARY

1 PURPOSE OF THIS CODE

[Clauses 1(1) and 1(2) of the CP Code do not apply]

The purpose of this Code is to:

- (1) outline the basic rights of a consumer in relation to:
 - a) connection to, and disconnection from, a utility's PPM system;
 - b) the supply of a utility service by a PPM system; and
 - c) access to a PPM system product and service information;
- (2) set out the circumstances in which a utility can install a utility service via a PPM system; and
- (3) outline particular obligations that a utility must meet in dealing with a consumer;

1 OTHER RIGHTS

[This clause 2 replaces clause 2 of the CP Code]

- (1) This Code supplements and shall not limit any rights a consumer may have under the Utilities Act, the *Fair Trading Act 1992* (ACT), the *Door- to-Door*

Trading Act 1991 (ACT), the Trade Practices Act 1974 (Cth) or any other applicable law.

- (2) Subject to clause 2.3 of this Code, the provisions of the CP Code relevant to utilities providing services to small customers pursuant to negotiated customer contracts operate in conjunction with this Code.
- (3) The provisions of the CP Code listed in this provision and otherwise expressly identified in this Code do not apply for the purposes of this Code:
 - (a) Clauses 7.1 and 7.2 (utility to provide information) – these have been replaced in part by clause 4.3 and subclause 4.7(2) of this Code
 - (b) subclause 9.2(1)(e) (utility rights in relation to disconnection for non-payment of customer accounts) – this is not relevant to the function of PPMs
 - (c) Part 10 (Special Needs) – this is replaced by clause 4.8
 - (d) clause 13 (customer accounts) – this is not relevant to the function of PPMs
 - (e) clause 14 (interest and other charges) – this is not relevant to the function of PPMs
 - (f) clause 23 (disconnection of supply) – the disconnection process set out is not relevant to the function of PPMs
 - (g) clause 24 (cooling off) – this is replaced by clause 4.6
 - (h) clause 27 (security deposit) – this is not relevant to the function of PPMs
 - (i) subclause 30.3(1)(a) (contract information to be provided by marketers) – most of the detail set out in that subclause is not relevant to the function of PPMs
 - (j) clause 33 (new occupants) – this is not relevant to the function of PPMs
- (4) Except where this Code expressly states otherwise, the provisions of the CP Code prevail over those of this Code in the event of any inconsistency.

PART 2: PROTECTION OF CUSTOMERS AND CONSUMERS

2 APPLICATION

- (1) Utilities providing services to large non-franchise customers may agree with those customers' terms and conditions other than those specified in this Part.
- (2) A utility must only provide a utility service via a PPM system to a small customer in accordance with a negotiated customer contract.

4 AGREEMENT TO SUPPLY THROUGH A PPM

4.1 Obligations

- (1) A negotiated customer contract with a small customer must give effect to this Part of the Code.
- (2) The provisions in this part are to be considered as a minimum only. Nothing in this Part of the Code is to be taken to prevent a utility including provisions in a negotiated customer contract with a small customer that are in addition to, and not inconsistent with, matters covered by this Part.
- (3) A utility must not require a customer to install or maintain the installation of a PPM system.

4.2 Informed Consent

- (1) A utility must obtain the explicit informed consent of a small customer to enter into a negotiated customer contract.
- (2) The explicit informed consent of a small customer can be obtained only after timely, accurate, verifiable and truthful information about the negotiated customer contract has been provided to the small customer in accordance with this Code.

4.3 Information necessary for informed consent

- (1) The minimum information that a utility must provide to small customers to enable small customers to give their informed consent must include:the date of commencement of the negotiated customer contract;
- (2) the fees, charges and tariffs that will be applicable for the retailing of energy under the negotiated customer contract;
- (3) all costs to the small customer associated with entering into the negotiated customer contract including fees, charges and tariffs;
- (4) the method by which the small customer will receive any energy concessions to which they are entitled;
- (5) the methods by which the small customer can make payments to the PPM system account and the locations of payment centres or recharge facilities (if relevant);
- (6) the amount of emergency credit to be provided in the PPM system;
- (7) connection and installation costs;

- (8) termination and PPM system removal or reversion charges which may apply, the circumstances in which such charges will apply and the method of calculation of those charges;
- (9) dispute resolution options which are available to small customers;
- (10) details of the right conferred on the small customer to rescind the negotiated customer contract;
- (11) details of the trial period at or before the expiry of which the small customer may terminate the contract;
- (12) contact details for the utility's small customer enquiry, complaints, faults and emergency service; and
- (13) how a small customer can have a PPM system removed at no cost when they move as new occupants into premises where a PPM system is already installed.

4.4 Provision of PPM Information

- (1) A utility must, at no charge, provide the following information on the use of the PPM system to a small customer who intends to enter, or has entered, into a negotiated customer contract:
 - a) instructions on how to operate the PPM system which are:
 - I. expressed in clear, simple and concise language, and
 - II. in a format which makes it easy for a person not familiar with the operation of a PPM system to understand;
- (2) If requested by the small customer, the utility must use its best endeavours to provide the operating instructions in a language other than English requested by the small customer.
- (3) A utility must, at a minimum, place prominently on the PPM system contact details, to which a small customer can make complaints or enquiries and/or to report faults and emergencies relating to the PPM, and of the Essential Services Consumer Council (**ESCC**).

4.5 When information to be provided

A utility must provide the information required under clause 4.3 and 4.4 within five business days of request and prior to agreeing a negotiated customer contract with a small customer, where practicable.

4.6 Negotiated Customer Contract Minimum Terms and Conditions

In addition to the information requirements specified in clause 4.3 and clause 4.4 a utility must ensure that the terms and conditions of each negotiated customer contract it enters into with a small customer are not inconsistent with, or include, the following provisions:

- (1) a negotiated customer contract must provide for a minimum three month period at or before the expiry of which the small customer may terminate the negotiated customer contract with no penalty, exit or termination charges or meter removal or reversion charges (the trial period);
- (2) where a small customer exercises the termination right under clause (a), the utility must make immediate arrangements for:
 - (a) the removal or rendering non-operational of the PPM system at no cost to the small customer,
 - (b) the installation of a standard meter or the reversion of the PPM system to a standard operating mode so that the PPM system operates as a standard meter at no cost to the small customer; and
 - (c) provide information about and a general description of the market contract options available to the small customer.

4.7 Information to accompany negotiated customer contract

- (1) A utility must provide the following information to all small customers who have agreed a negotiated customer contract to be supplied energy through a PPM:
 - a) what a small customer has to do to obtain a refund of any credit remaining in the PPM system account when the negotiated customer contract is terminated or otherwise ends;
 - b) how a small customer can access the emergency credit facility of the PPM system;
 - c) how and/or where a small customer can make payments to, or obtain credit for, the PPM system;
 - d) the utility's telephone number(s):
 - I. to which a small customer can make complaints or enquiries and/or to report faults and emergencies; and
 - II. through which a small customer can obtain their national metering identifier and checksum and obtain information necessary for a small customer to calculate their greenhouse gas emissions.
 - e) the availability of interpreter services; and

- f) information on the ESCC hardship role and contact details of the ESCC.
- (2) On request and within a reasonable period of time, a utility must, at no charge, give a small customer the following information relating to the small customer's supply address:
- a) total energy consumption;
 - b) average daily consumption; and
 - c) average daily cost of consumption for the previous two years or since the commencement of the negotiated customer contract (which ever is the shorter) divided into quarterly segments, where practicable.

4.8 Life Support

- (1) If a customer or consumer provides evidence from a registered medical practitioner or a hospital that a person residing at a customer or consumer's premises requires a life support machine, the operation of which requires a utility service, the relevant utility must record those premises as a life support machine supply address (**supply address**).
- (2) A utility must not install a PPM system into premises that has been registered as a supply address or otherwise where a customer or consumer provides evidence from a registered medical practitioner or a hospital that a person residing at a customer or consumer's premises requires a life support machine.
- (3) If a small customer notifies the utility that his or her premises has been registered as a supply address, or otherwise a customer or consumer provides evidence from a registered medical practitioner or a hospital that a person residing at a customer or consumer's premises requires a life support machine, the utility must make immediate arrangements for:
- a) the removal or rendering non-operational of the PPM system at no cost to the small customer,
 - b) the installation of a standard meter or the reversion of the PPM system to a standard operating mode so that the PPM system operates as a standard meter at no cost to the small customer; and
 - c) provide information about, and a general description of, the contract options available to the small customer.

4.9 Separate charging and recovery of debt

- (1) Where a utility provides goods and services, other than the supply of electricity or gas or goods and/or services directly related to such supply, the utility must bill the small customer for those goods and services separately and must not recover any payment for those goods and services under the negotiated customer contract for

the PPM service or under any other contract or agreement that adjusts the PPM charges to recover the amount.

- (2) Subject to this Code, where a small customer owes a debt to a utility, other than of a kind referred to in clause 10, the utility must not recover any repayments of the debt under the negotiated customer contract or under any other contract or agreement that adjusts the PPM charges to recover the amount.

PART 3: PREPAYMENT METER SYSTEM REQUIREMENTS

5. Prepayment Meter System Requirements

A utility offering a PPM system must ensure that the system conforms to the following minimum standards:

- (1) the PPM system displays:
 - a) the financial balance of the PPM system, accurate as to within \$1.00 of the actual balance;
 - b) whether the PPM system is operating in normal, credit, or emergency credit mode; and
 - c) current consumption information (in both kW and \$AUD).
- (2) the PPM system does not disconnect supply to the small customer other than between the hours of 10.00am and 3.00pm on a Monday to Friday and a utility will endeavour to assist customers who contact the utility concerned that they may disconnect on a public holiday and to that end, the utility will agree with the Commission in advance a procedure for providing such assistance.
- (3) where supply has been self-disconnected through the means of the PPM system, the PPM system is capable of recommencing supply as soon as information is communicated to the PPM system that a payment to the account has been made;
- (4) the PPM system must provide an amount of emergency credit not less than \$10.
- (5) the PPM system must be capable of identifying to the utility the number of instances on which a small customer has self-disconnected and the duration of the disconnections.
- (6) the PPM system and associated account accepts payment:
 - a) via cash, at a minimum of two locations which are readily accessible to the small customer, one of which is open between 9.00am and 6.00pm on any day of the week (including Saturdays, Sundays and public holidays (excluding Christmas Day)); or
 - b) by a 24-hour, 7 days a week telephone service, using credit card, debit card, electronic funds transfer or any other telephone payment method which is acceptable to the utility and agreed to by the small customer; or
 - c) by a 24-hour 7 days a week electronic or other payment method which is acceptable to the utility and agreed to by the small customer; or
 - d) by any other method approved by the Commission where the utility's PPM technology is unable to meet any of the payment requirements listed;

- e) by any method approved by the Commission where the customer is unable in an emergency to access or use the method of payment normally prescribed for that PPM system.
- (7) At least 70% of a customer's payment to a PPM system must be applied to supply of the utility service. Any payment in excess of this amount may be applied by the utility to repayment of the emergency credit and other amounts, which may be collected from a customer in accordance with this Code.
 - (8) Where a utility is unable to meet the requirements specified in clause 5.2, it must agree with the Commission an alternative process to allocating payments made by small customers who are using or have used their emergency credit prior to the utility offering its PPM system to customers in the Australian Capital Territory.

6. Customers Experiencing Financial Difficulties

A utility offering a PPM system must ensure that they have in place sufficient customer safeguards that provide the following:

- (1) where a small customer informs the utility in writing or by telephone that the small customer is experiencing payment difficulties, or the utility's PPM system identifies that a small customer has self-disconnected three or more times in any three-month period for longer than 240 minutes on each occasion, the utility must contact the small customer as soon as is reasonably practicable to:
 - a) offer to make immediate arrangements for:
 - I. the removal or rendering non-operational of the PPM system; and
 - II. the installation of a standard meter or the reversion of the PPM system to a standard operating mode so that the PPM system operates as a standard meter at no cost to the small customer.
 - b) provide information about, and a general description of, the standing alternative contract options available to the small customer,
 - c) provide information about and referral to customer financial assistance programmes, and
 - d) provide information on independent financial and other relevant counselling services.
- (2) Where a utility is unable to meet the safeguards specified in clause 6.1, it must agree with the Commission an alternative process to identify small customers experiencing financial hardship prior to the utility offering its PPM system to customers in the Australian Capital Territory.
- (3) A utility supplying energy to small customers through PPMs must provide to the Commission quarterly reports with the following details:
 - a) the number of the utility's small customers that use PPMs;

- b) the number of the utility's small customers who have self-disconnected such that the requirements of clause 6.1, or those approved under clause 6.2, are met;
- c) the number of PPM systems removed or rendered non-operational during the trial period; and
- d) the number of PPM systems removed after the trial period as a result of small customers facing financial difficulties.

7. System Testing

- (1) Where a small customer requests that the whole or part of the PPM system be checked or tested, the utility must make immediate arrangements for one or more of the following:
 - a) a check of the metering data;
 - b) a check or test of the PPM system; or
 - c) a check or test by the responsible person for the meter installation at the small customer's connection point.
- (2) If requested by a utility, the small customer must pay the utility in advance the utility's reasonable charge for any checks or tests undertaken in accordance with this clause.
- (3) If a PPM system is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with this clause, the utility must:
 - (a) immediately repair or replace the faulty PPM;
 - (b) correct any overcharging or undercharging in accordance with clauses 8 and 9; and
 - (c) refund the small customer any charge that was applied for the testing to occur.

8. Overcharging

Where a small customer has been overcharged as a result of an act or omission of a utility, the utility must inform the small customer of that overcharging within 10 business days of the utility becoming aware of that overcharging and:

- (1) ask the small customer for instructions as to whether the amount should be:
 - (a) repaid to the small customer, or
 - (b) added to the balance of the PPM system account.

- (2) where the utility asks for instructions from a small customer under 8 (1) and no instructions are provided by the small customer within 20 business days, the utility must add to the balance of the PPM system account the amount overcharged to the small customer.

9. Undercharging

- (1) Where a utility has undercharged a small customer as a result of an act or omission of the utility, the utility must inform the small customer within 10 business days of becoming aware of that undercharging and at that time indicate the amount undercharged and whether or not it proposes to recover from the small customer the amount undercharged.
- (2) Where a utility proposes to recover an amount undercharged as a result of a utility's error, the utility must:
 - (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to informing the small customer of the undercharging;
 - (b) provide details and explanation of the amount to be recovered;
 - (c) not charge the small customer any interest on the amount;
 - (d) offer the small customer time to pay the amount undercharged, by agreed instalments, over a period nominated by the small customer being no longer than the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months) or in any other case 12 months.

10. Illegal energy use

Notwithstanding clause 9, if a utility has undercharged or not charged a small customer as a result of the small customer's fraud or intentional consumption of gas or electricity otherwise than in accordance with the negotiated customer contract, the utility may estimate the consumption for which the small customer has not paid and either:

- (1) bill the small customer for all of the unpaid amount, or
- (2) make an agreed adjustment to the charges in the PPM system to recover the unpaid amount.

11. Reversion And Transfer

11.1 Customer termination or request for removal

- (1) If a small customer while continuing to reside at the same premises terminates the negotiated customer contract or requests the removal of the PPM system from

that premises otherwise than in accordance with clause 4.8 or clause 6, the utility must make immediate arrangements for:

- a) the removal or rendering non-operational of the PPM system;
 - b) the installation of a standard meter or the reversion of the PPM system to a standard operating mode so that the PPM system operates as a standard meter; and
 - c) the provision of information about, and a general description of, the market contract options available to the small customer.
- (2) Subject to the provisions of this Code relating to the mandatory trial period, life support systems, financial difficulty, a utility may recover fair and reasonable termination or exit charges and meter removal or reversion charges from a small customer who was a party to a negotiated customer contract for the PPM system, if permitted to do so by the negotiated customer contract and if the termination occurs after the trial period has elapsed.

11.2 Different retailer

- (1) A utility that is financially responsible to pay for electricity or gas used at premises where a PPM system is installed must, if requested by a different utility that has entered into a customer contract with a small customer at the premises at which the PPM system is installed, make immediate arrangements for:
- a) the removal or rendering non-operational of the PPM system at no cost to the different utility; or
 - b) the installation of a standard meter or the reversion of the PPM system to a standard operating mode so that the PPM system operates as a standard meter at not cost to the different utility.
- (3) A utility may recover from a small customer who was a party to a negotiated customer contract for the PPM system the fair and reasonable costs incurred pursuant to clause 11.2(1) if permitted to do so by the negotiated customer contract and if the termination occurs after the trial period has elapsed.

DICTIONARY

Words used in this Code and defined in the Utilities Act or the CP Code, have the same meaning as defined in the Utilities Act or the CP Code unless expressly stated otherwise.

Consumer Protection Code is an industry code developed under Part 4 of the Utilities Act that outlines the basic rights of customers, consumers and utilities with respect to access to, and provision of, utility services.

connection point means the agreed point of connection between a small customer's electricity installation and the distribution network.

explicit informed consent means the consent provided by a small customer in accordance with the relevant provisions of the CP Code.

prepayment meter system means a device, componentry, software or other mechanism associated with a metering installation type 5M, metering installation type 5R or a standard meter at a small customer's connection point which operates to permit the flow of energy through the meter when activated by a card, code or some other method and PPM system means the same.

public holiday means a holiday that is a public holiday in the ACT.

self-disconnected means the interruption to supply because a PPM system has no credit available and includes an interruption to supply because the PPM system has no emergency credit available.

small customer has the same meaning as that given to the term 'small non-franchise customer' in the Consumer Protection Code.

standard meter means a metering installation of the type that would ordinarily be installed by the responsible person at the small customer's connection point.

trial period has the meaning given to that term in clause 4.6.1(a) of this Code.

GLOSSARY AND ABBREVIATIONS

Code	The Prepayment Meter System Code approved by the Commission pursuant to Part 4 of the Utilities Act
Commission	Independent Competition and Regulatory Commission
CP Code	Consumer Protection Code
ESCC	Essential Services Consumer Council
PPMs	prepayment meters
Utilities Act	<i>Utilities Act 2000 (ACT)</i>

**APPENDIX 20 –
URF National Reporting Guideline - Complaints**

APPENDIX 1 Draft “National Reporting Guideline – Complaints”

1. *Introduction*

The Steering Committee on National Regulatory Reporting Requirements (SCONRRR) Retail Working Group has developed a national complaints reporting guideline for the use of retailers’ call centre staff. The approach will assist in achieving consistency in the way complaints are recorded and reported and enable more effective comparisons between retail businesses operating in the national electricity and gas markets.

This guideline will provide a consistent approach for identifying customer contacts as either a ‘complaint’ or ‘enquiry and other communication”, and for those contacts identified as a complaint, the appropriate complaint category.

The Working Group engaged PricewaterhouseCoopers (PwC) to assist in developing the guideline. PwC, in conjunction with Working Group representatives, interviewed a cross section of retailers operating in the national market to discover how complaints are being categorised and what issues businesses face in differentiating ‘complaints’ from ‘enquiries and other communications’. This process included a visit to a retail energy business call centre. Furthermore, interviews were conducted with energy ombudsmen from a number of jurisdictions.

Also, representatives from some jurisdictional energy regulators were interviewed as part of this process.

As a result of this discovery process several key issues were identified:

- inconsistencies in the interpretation of the complaints definitions by energy retailers;
- inconsistencies in the way retailers record complaints; and
- inconsistencies in the way complaints are reported.

Given these problems, it was evident that an approach to assist energy retailers was required to ensure that all parties were reporting information on a consistent basis to the jurisdictional regulators.

2. *‘Complaints’ and ‘enquiries and other communication’*

The purpose of this guideline is to assist in the interpretation of what customer contacts should be deemed complaints. Whilst this guideline provides a definition of a complaint and provides examples of case studies deemed to portray customers complaining, it can also be of assistance to consider what might constitute an ‘enquiry and other communication’.

Each time a customer contacts an energy retailer they are seeking answers to, or help with, specific problems encountered in the delivery of the services provided.

The working definition of a customer contact as a complaint rather than an enquiry should be seen in the context of the key components of the definition (refer section 2.1.1); that is, the customer expressing dissatisfaction and where a resolution is expected. This includes the following overarching principles for assessing a complaint:

- (a) the customer has contacted the retailer and has expressed dissatisfaction and seeks resolution; and
- (b) the matter is the result of some action undertaken by the retailer, or some action that could or should have been undertaken by the retailer.

Only complaints need to be classified, collected and reported to regulators. If dissatisfaction has not been expressed, or the customer has not sought resolution, the matter should not be classified as a complaint. Likewise any issues that are not the responsibility of a retailer should not be included as a complaint. Any distribution matters referred to a retailer, including matters referred to retailers on behalf of a distributor (as in the case of gas), should not be counted as retail complaints. Rather these are distribution complaints and should be classified, collected and reported accordingly.

This section provides a definition for a ‘complaint’ and an ‘enquiry and other communication’. It also provides guidance to customer service agents on how to differentiate ‘complaints’ and ‘enquiry and other communication’, how to record a complaint, and how to categorise a complaint.

2.1 Definitions

2.1.1 Complaint

A complaint is defined as:

An expression of dissatisfaction made to an organisation, related to its products/services, or the complaints-handling process itself where a response or resolution is explicitly or implicitly expected.

Where the following interpretations apply:

- (a) **An expression of dissatisfaction:** could be anger, customer states they have a complaint, clearly annoyed or unhappy.
- (b) **A response or resolution explicitly expected:** the caller would need to state that they are seeking some action to address their concern, even if not able to state clearly what particular action was required and, indeed, in some instances there may be no obvious response or resolution.
- (c) **A response or resolution implicitly expected:** requires the customer service agent to interpret that the retailer is expected to take action to deal with the problem. For example, if a caller has called more than once regarding a specific concern the customer service agent should be aware that there is an implied reaction required to ensure that this concern is appropriately dealt with.²⁰

A key component of the definition is the requirement for a response or resolution to be explicitly or implicitly expected. This is designed to eliminate vexatious complaints, in that a customer must be seeking a response or resolution of some kind. However, such a response can include an acknowledgement or an apology.

²⁰ This example is not meant to imply that a complaint could not be recorded on the first call, rather to provide an example for customer service agents of situations where it should become clear that a complaint is being made, even if not expressed explicitly.

This will include the following types of contacts:

- I. Where a customer expresses dissatisfaction and continues to seek resolution.
- II. Where a customer states that they are making a complaint.
- III. Where a customer threatens to involve a third party, for example the energy Ombudsmen, media outlets, a Member of Parliament.
- IV. Where a customer indicates that they are dissatisfied with the service provided by a customer service agent.
- V. Where a customer indicates that they are dissatisfied with the conduct of agents operating on behalf of the retailer, for example field sales representatives.
- VI. Where a customer indicates that they are dissatisfied with a particular business process used by the retailer, for example transfer or billing processes.
- VII. Where a complaint is directed to the retailer on behalf of a customer by another body (e.g. an ombudsman).
- VIII. Where a customer has called two or more times on the same issue with no resolution.

It is important to note that even if the customer service agent can resolve the complaint, it must still be categorised and logged as a complaint. While it is hoped that retailers will be able to resolve most complaints quickly, it is important that all complaints received be recorded as such.

2.1.2 Enquiries and other communication

An 'enquiry' is defined as:

A request by a customer for information about a product or service provided by the retailer that does not reflect dissatisfaction.

This will include the following contacts:

- I. Where a customer is seeking confirmation of policy and procedure of the retailer.
- II. Where a customer is seeking confirmation of a customer service agent's response from a manager.
- III. Where a customer seeks to confirm the billing data provided, including payment options.
- IV. Where a customer seeks to confirm the products and services offered by the retailers.
- V. Where a customer seeks information for comparison between available retailers.
- VI. Where the customer seeks information relating to products and services offered by a third party, for example, government concessions, network businesses.
- VII. Where the customer is referred to another business unit but no expression of dissatisfaction is made.

'Other communication' is:

Where a customer contacts the retailer with an actionable request.

This will include the following contacts:

- I. Where a customer contacts a retailer to provide information on a change of address details.
- II. Where a customer contacts a retailer seeking a disconnection of premises, in which case the person is neither complaining nor seeking information.

As noted above, customer contacts which are clearly defined as 'enquiries or other communication' should be treated as such. Likewise, contacts that are easily identified as complaints should be classified as such. However, there may be a significant number of customer contacts which fall somewhere between a 'complaint; and an 'enquiry or other communication'. Where a contact could be deemed as a complaint, customer service agents should err on the conservative side and record such contacts as complaints. This includes where a complaint is being made about the retail process.

2.2 Recording a Complaint

The following principles provide direction to customer service agents on when to log a customer contact as a complaint:

- I. A complaint can be recorded at any stage during the interaction between a retailer and a customer.
- II. A complaint can be recorded at the operator level, elevation level or at any stage during communication between the customer and the retailer. A complaint does not have to be escalated to be recorded as a complaint.
- III. A customer may voice their dissatisfaction at a service/product. They may do this in a manner where their voice is not raised and their manner remains calm.
- IV. Regardless of the outcome/resolution of the issue, if a customer expresses dissatisfaction at a service/product that the retailer is responsible for, the retailer should record a complaint.
- V. More than one complaint can be made per customer/call. For example if a customer makes a billing complaint and then makes a marketing complaint during the same call then two complaints should be registered. Potentially, this will result in the number of customer contacts classified as complaints being less than the sum total number of complaints recorded against each category.
- VI. Each individual customer contact that is a complaint should be recorded and categorised as a complaint irrespective of the number of times the caller has made contact with a retailer on an issue.

As noted above, this guideline sets out the minimum reporting requirements for retailers in respect of reporting complaints. Where a state based regulatory authority seeks additional information from retailers, then this will need to be provided in addition to the information collected and reported as part of this process.

2.3 Categorising Complaints

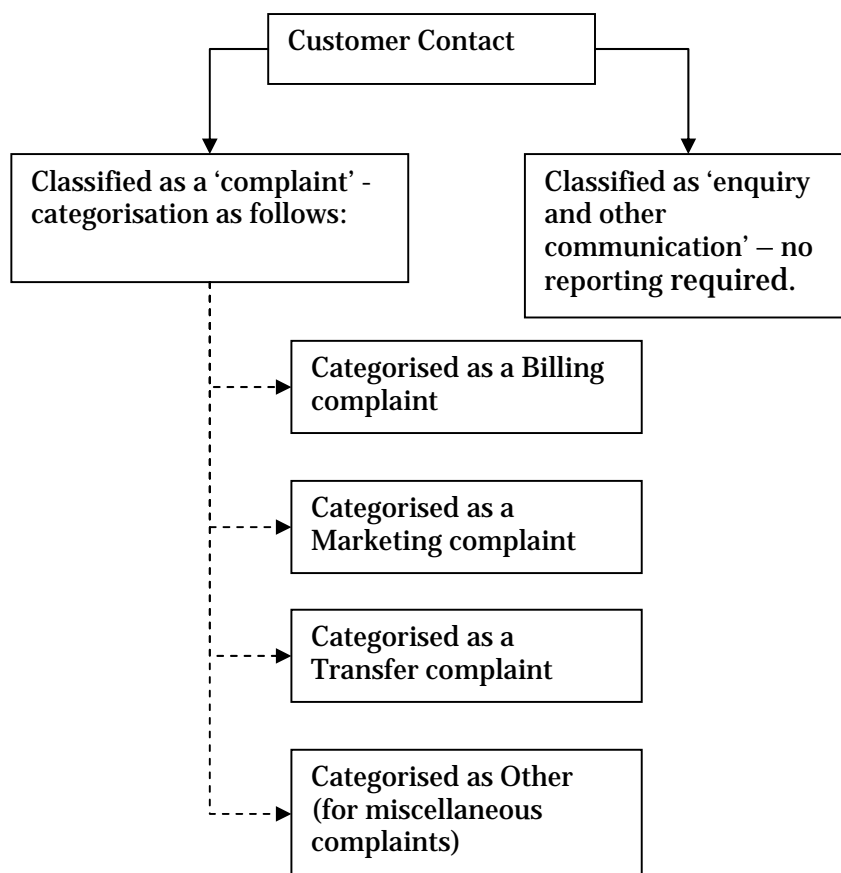
Where a customer contact is classified as a complaint it will be categorised into one of four different complaint categories:

- Billing, for example billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, disconnection, reconnection and restriction due to billing discrepancy.
- Marketing, for example advertising campaigns, contract terms, sales techniques, misleading conduct.

- Transfer, for example failure to transfer customer within a certain time period, disruption of supply due to transfer and billing problems directly associated with the transfer (e.g. delay in billing, double billing).
- Other, for example poor service, privacy consideration, failure to respond to complaints, health and safety issues.

The process of classification and categorisation of calls between ‘complaints’ and enquiries and other communication’, and then the different complaint types is outlined in Figure 1.

Figure 1: Complaints classification and categorisation process



As stated above, it is important to note that a single contact can generate more than one category of complaint.

3. Case Studies

It is noted that there are cases where difficulties exist in categorising a customer contact as a ‘complaint’ or ‘enquiry and other communication’. The following case studies are intended to assist retail customer service agents distinguish between a ‘complaint’ and ‘enquiry and other communication’, and further categorise the complaint.

Billing/ Disconnections

1. Case Study

Customer contact: I wish to complain about the information presented on my bill. In addition, I wish to complain about the additional marketing material included with my bill.

Justification: The customer has identified the call as a complaint.

Reference: Section 2.1.1 (a)

Classification: Complaint

Categorisation: Billing complaint and Marketing Complaint.

In this example the number of Complaints that should be reported to jurisdictional regulator is two. The number of complaints recorded against billing should be one. The number of complaints recorded against Marketing should also be one.

2. Case Study

Customer contact: I'm calling to make a complaint regarding my current bill.

Scenario 1

Retailer: (having confirmed caller's identification) I see that you made a complaint on the 15th of this month regarding your bill.

Justification: If the solution proposed during the previous bill is currently occurring the customer has had to contact the retailer twice on the same issue. An additional billing complaint would be recorded.

Reference: Section 2.2 VI

Classification: Complaint

Categorisation: Billing complaint.

Scenario 2

Where the customer is now complaining that the action proposed during the first contact has not occurred and wishes to complain about this inaction on this call.

Justification: There is an additional complaint over the first complaint due to the complaint registered about the complaint handling process as well as the original complaint.

Reference: Section 2.2 V and VI.

Classification: Complaint

Categorisation: Billing and Other complaint (2 complaints).

3. Case Study

Customer contact: The gas bill that I've just received is significantly higher than the bills I've received over the past few years.

Retailer: Sir has there been a change in circumstances over the past three months, for example have you installed a new heater or an additional person has moved into the house?

Scenario 1

Customer: Yes I've recently changed over my hot water system from electric to gas.

Retailer: Does that explain the increase in consumption?

Customer: Yes, thank you very much.

Justification: The information provided is sufficient to explain the variation in the customer's bill, and was not due to anything for which the retailer is responsible. There was also no evidence that the customer was complaining or dissatisfied.

Reference: Section 2.1.2 III

Classification: Enquiry and other communication

Categorisation: Not required.

Scenario 2:

Customer: No

Retailer: I see that your bill has been estimated which could be why it is too high, I'll conduct a special read for you immediately.

Customer: Thankyou

Justification: The customer is happy with the response provided and accepts that the estimated read could be potentially too high. In this case, the customer has not expressed any dissatisfaction.

Reference: Section 2.1.2 III

Classification: Enquiry and other communication

Categorisation: Not required.

Scenario 3

Customer: No

Retailer: Sir according to my records this was the correct meter read as at the 15th of last month.

Customer: It is incorrect.

Retailer: I'll arrange for a special meter immediately.

Customer: Good!

Justification: The customer is unhappy with the level of the bill. The customer has expressed dissatisfaction and has sought resolution.

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Billing complaint.

4. Case Study

Customer contact: I'm an 85 year old pensioner and I have extreme difficulty reading the information provided on your bill.

Retailer: I'm sorry about that can I help you with the information?

Scenario 1

Customer: Yes what is the amount outstanding and when is it due for payment?

Retailer: \$200.25 and its due on the 15th of this month.

Customer: Thankyou.

Justification: The customer has been provided with the appropriate information to fulfil their query. There was no indication that the customer was expecting the retailer to have been aware of her circumstances and for the retailer to have provided the bill in a larger font.

Reference: Section 2.1.2 III

Classification: Enquiry and other communication

Categorisation: Not required.

Scenario 2

Customer: No that's not good enough I want you to send me out another bill in bigger font.

Retailer: That's not a problem, I'll send it out today.

Customer: Fine.

Justification: The customer is voicing their displeasure with the services provided and is expecting a resolution of the problem

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Billing complaint.

Scenario 3

Customer: That is still not good enough you should provide bills in larger size font to pensioners.

Justification: The customer is voicing their displeasure with the services provided.

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Billing complaint.

5. Case Study

Customer Contact: I've just been disconnected from the network, but I paid my bill by the required date.

Retailer: I'm sorry, but we received the money after the disconnection notice period and were not able to contact you, so had no option but to cut you off.

Customer: That's not acceptable.

Retailer: Sir we can send a reconnection crew out there for tomorrow.

Customer: That's still not good enough.

Justification: The customer is voicing their displeasure with the services provided, or indeed the lack thereof. It is implicit that the required response is that the retailer will reconnect today.

Reference: Section 2.1.1 VI

Classification: Complaint

Categorisation: Billing complaint (where appropriate this should be recorded as a disconnection complaint).

6. Case Study

Customer contact: Both my electricity and gas bills are with you, why do I get the bills at different times.

Retailer: It is due to the different billing cycles for the two services.

Customer: Is there any way I change that so I get my bills at the same time?

Retailer: We can either put you on an estimated monthly account, at no cost, or we can organise special meter reads for your electricity service so that it is consistent with your gas service, however, you will incur a cost for this service.

Scenario 1

Customer: Yes an estimated reading by the month is sufficient.

There was no clear indication of customer dissatisfaction, with the customer enquiring as to whether there was an alternative method of being billed.

Reference: Section 2.1.2 I

Classification: Enquiry and other communication

Categorisation: Not required.

Scenario 2

Customer: No! An estimated reading is not acceptable and I'm not interested in paying for a special meter reading.

Justification: The products and services have been discussed with the customer, but the customer is still unhappy. While there is nothing that the retailer can do for the customer in the short term, the complaint still relates to a retailer function. The retailer could take up the issue with the appropriate authorities and seek change. In any case, this represents a legitimate complaint directed at a retailer and should be recorded as such.

Reference: Section 2.1.1 VI

Classification: Complaint

Categorisation: Billing complaint.

7. Case Study

Customer contact: I would like to complain as to why I have not received my bill.

Justification: Even though there may be a logical explanation, the customer is lodging a complaint and has clearly stated that the contact is a complaint.

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Billing.

8. Case Study

Customer contact: I am not happy that I have received a disconnection notice even though I have paid my bill.

Justification: Once again, even though there may be a logical explanation, this is to be lodged as a complaint as the customer has stated they are making a complaint.

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Billing.

Marketing/ Promotion

9. Case Study

Customer contact: I received some advertising material from your company despite having a 'no junk mail' sticker on the letter box. This information did not come with my bill and was not separately delivered by Australia Post.

Retailer: I'm sorry about that, I'll make sure that it does not happen again.

Justification: The customer would not have had to contact the business if the normal operation of the marketing function was performed in the appropriate manner.

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Marketing complaint.

10. Case Study

Customer contact: I've got a dual fuel arrangement with you and I can't understand why I get two different bills for my gas and electricity.

Retailer: It is due to the different billing cycles for the two services. This should have been explained to you when you signed up to the dual fuel deal.

Customer: Well it wasn't, I was told when I signed up that I would only get one account.

Retailer: I'm sorry, but we cannot change it.

Customer: That's not good enough.

Justification: The customer is unhappy with the processes. They have accepted the information provided at the time of signing the contract as the truth. Although there is nothing the retailer can do to resolve this customer's complaint, information about the sending out of accounts should have been provided as part of the marketing disclosure of the product.

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Marketing.

11. Case Study

Customer contact: I've just got my most recent bill and I've received some promotional material. When I signed the contract with you I specifically stated that I did not want to receive such information.

Retailer: I'll adjust your account accordingly.

Scenario 1

Customer: Good. Thank you.

Justification: Even though the customer is happy with the outcome of the telephone conversation, the retailer should have already adjusted the records and the call should not have been made by the customer.

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Marketing complaint.

Scenario 2

Customer: You're missing the point I didn't want this material.

Justification: The customer is unhappy with the fact that their wishes not to receive marketing data have gone unheeded.

Reference: Section 2.1.1 I

Classification: Complaint

Categorisation: Marketing complaint.

Transfers

12. Case Study

Customer contact: I have transferred to a new retailer but I received a bill from you (original retailer) today. Why are you sending me bills when I'm not one of your customers anymore?

Retailer: The transfer process takes up to three months to complete during which time you may receive a bill from your original retailer.

Scenario 1

Customer: Fine, I'll pay this one as the last bill.

Justification: The customer is happy with the response provided by the business and is happy to pay the final bill. Also, there is no indication that the customer was expressing dissatisfaction and that had any intent in ringing other than to understand why they were receiving a bill from their original retailer.

Reference: Section 2.1.2 I

Classification: Enquiry and other communication

Categorisation: Not required.

Scenario 2

Customer: That's not acceptable I transferred away from you six months ago!

Justification: There has been a break down in the transfer process which has lead to the call. The customer has expressed dissatisfaction in stating that the circumstances were unacceptable.

Reference: Section 2.1.1 VI

Classification: Complaint

Categorisation: Transfer complaint.

Electricity Supply

13. Case Study

Customer contact: I'm calling to complain about the power being out in our street.

Retailer: I'll transfer you to the distribution business who is responsible for outages in your area.

Justification: This call is unrelated to the functions of the retail business.

Reference: Section 1.2

Classification: Enquiry and other communication

Categorisation: Not required.

14. Case Study

Customer contact: In last night's black out, I was working on my computer and it was subsequently short circuited by the power surge and now it's broken.

Retailer: You can make a claim for any out of pocket expenses as a result of the power surge through Guaranteed Service Level (GSL) agreements between the Distribution business and yourself. I'll post out the forms for you.

Scenario 1

Customer: Great.

Justification: The retailer has provided the customer with an avenue to address the issue at hand, but more directly the black out was not an issue for which the retailer could be considered responsible.

Reference: Section 1.2

Classification: Enquiry and other communication

Categorisation: Not required.

Scenario 2

Customer: That's not good enough I want to speak to the person responsible.

Retailer: I'll transfer you to the Distribution business.

Justification: The GSL functions are outside the responsibilities of the retailer. No action could be taken by the retailer to address the problem, except to transfer the call to the distribution business.

Reference: Section 1.2

Classification: Enquiry and other communication

Categorisation: Not required.

15. Case Study

Customer contact: Every time your meter man reads my meter he walks all over my prize winning garden.

Retailer: The meters are read by the distribution business in your area. You'll need to speak to them about this problem. I can transfer you if wish.

Customer: Thankyou

Justification: The meter function is outside the responsibilities of the retailer. No action could be taken by the retailer to address the problem, except to transfer the call to the distribution business.

Reference: Section 1.2

Classification: Enquiry and other communication

Categorisation: Not required.

APPENDIX 21 – (Additional) Eastern States’ performance indicators

Table 13.1: Retail performance indicators in Vic., SA and Tas. (other than SCORRR)

	Data field	Units	To be analysed & published as	VIC		SA	TAS
				Monthly (& quarterly)	Quarterly total	Quarterly	Monthly (& quarterly)
	Background						
1	Retail business	-	Context	✓			
2	Month/Year	-	Context	✓			
	Electricity Customers						
3	Retail customers - Total						✓
4	Retail customers - Domestic	No.	Context	✓			✓
5	Retail customers - Business	No.					✓
6	Retail customers - by customer categories						✓
7	Retail customers - by contract class on section 40 contracts						✓
8	Retail Business customers – Non-domestic (<40 MWh/annum)	No.	Context	✓			
9	Retail customers – Non-domestic (40 - 160 MWh/annum)	No.	Context	✓			
10	Retail customers – Non-domestic (160 - 750 MWh/annum)	No.	Context	✓			
11	Retail customers – Non-domestic (> 750 MWh/annum)	No.	Context	✓			
12	Number of estimated accounts	No.	Context & normalising measure	✓			
13	Customers – Residential (<160 MWh/annum)	No.	Total customers			✓	
14	Customers – Off-peak controlled load (<160 MWh/annum)	No.	Total customers			✓	
15	Customers – Small business (<160 MWh/annum)	No.	Total customers			✓	
16	Customers (>160 MWh/annum)	No.	Total customers			✓	
17	Customers – Unmetered supply	No.	Total customers			✓	
18	Customers – Standing Contract (residential)	No.	Total customers			✓	
19	Customers – Standing Contract (small business)	No.	Total customers			✓	
20	Customers – Default Contract (residential)	No.	Total customers			✓	
21	Customers – Default Contract (small business)	No.	Total customers			✓	
	Sales						
22	Customers – Residential, excl. OPCL (<160 MWh/annum)	MWh				✓	
23	Customers – Off-peak controlled load (<160 MWh/annum)	MWh				✓	

24	Customers – Small business (<160 MWh/annum)	MWh				✓	
25	Customers (>160 MWh/annum)	MWh				✓	
26	Customers – Unmetered supply	MWh				✓	
27	Customers – Standing Contract (residential)	MWh				✓	
28	Customers – Standing Contract (small business)	MWh				✓	
	Revenue from sales (incl. GST)						
29	Customers – Residential, excl. OPCL (<160 MWh/annum)	\$million				✓	
30	Customers – Off-peak controlled load (<160 MWh/annum)	\$million				✓	
31	Customers – Small business (<160 MWh/annum)	\$million				✓	
32	Customers (>160 MWh/annum)	\$million				✓	
33	Customers – Unmetered supply	\$million				✓	
34	Customers – Standing Contract (residential)	\$million				✓	
35	Customers – Standing Contract (small business)	\$million				✓	
	Enquiries & complaints -						
36	Calls to account line	No.	Number of calls	✓		✓	✓
37	Calls to "13" line - general enquiries	No.	Number of calls				✓
38	Calls to "13" line - power failures/faults	No.	Number of calls				✓
39	Calls to "13" line - others	No.	Number of calls				✓
40	Calls to account line forwarded to an operator	No.	Context & normalising measure	✓			
41	Calls to account line answered within 30 seconds	No.	% of calls forwarded to operator answered within 30 seconds	✓		✓	
42	Average waiting time before a telephone call is answered	Seco nds				✓	
43	Percentage of telephone calls abandoned	%				✓	✓
44	Total number of written enquiries received by retailer	No.				✓	
45	Number of written enquiries answered within 5 business days	No.	% of written enquiries received			✓	
46	Complaints – total	No.					✓
47	Complaints – affordability (billing or account complaints)	No.	Complaints as % of total customers	✓			
48	Complaints – marketing	No.	Complaints as % of total customers			✓	
49	Complaints – transfer	No.	Complaints as % of total customers			✓	
50	Complaints – other retail	No.	Complaints as % of total customers	✓			
51	Number of Wrongful disconnection complaints as referred by EWOV; ESC and Customer	No.	Complaints as % of total customers	✓			
52	Number of Wrongful disconnection complaints where wrongful disconnection occurred as referred by EWOV; ESC and Customer	No.	Wrongful disconnection complaints as % wrongful disconnections	✓			

53	Detected by retailer: total number of payments for wrongful disconnection: the total number of wrongful disconnection payments where the wrongful disconnection was detected by the energy retailer.	No.	Wrong disconnections detected by retailer as a % wrongful disconnections		✓		
54	Referrals: total number of payments for wrongful disconnection: the total number of wrongful disconnection payments where the wrongful disconnection was referred to the retailer by a customer, the Commission or EWOV.	No.	Wrong disconnections detected by customer, the Commission or EWOV as a % wrongful disconnections		✓		
55	Where a wrongful disconnection has been detected by the retailer: total compensation paid: the compensation that is paid by the energy retailer where the wrongful disconnection has been detected by the retailer.	\$	Average compensation paid for wrongful disconnection		✓		
56	Where a wrongful disconnection has been referred: total compensation paid: the compensation that is paid by the energy retailer where the wrongful disconnection was referred to the retailer by a customer, the Commission or EWOV.	\$	Average compensation paid for wrongful disconnection		✓		
57	Where a wrongful disconnection has been detected by the retailer: total number of days that compensation was paid:	No.	Average duration of a wrongful disconnection		✓		
58	Where a wrongful disconnection has been referred: total number of days that compensation was paid:	No.	Average duration of a wrongful disconnection		✓		
	Accessibility & Affordability – domestic and non domestic customers						
59	Number of original accounts issued (residential)	No.					✓
60	Number of original accounts issued (business)	No.					✓
61	Number of reminder notices despatched (residential)	No.					✓
62	Number of reminder notices despatched (business)	No.					✓
63	Number of disconnection notices despatched (residential)	No.					✓
64	Number of disconnection notices despatched (business)	No.					✓
	Instalment plans						
65	Instalment plans	No.	% of customers	✓			
66	Instalment plans - Residential	No.				✓	✓
67	Instalment plans - Small business	No.				✓	✓
68	Billing amounts subject to instalment plans at end of each month (residential)	\$					✓
69	Billing amounts subject to instalment plans at end of each month (business)	\$					✓
70	Average bill amount subject to instalment plans (residential)	\$					✓
71	Average bill amount subject to instalment plans (business)	\$					✓

	Late payment fees						
72	Number of fees imposed (residential)	No.					✓
73	Number of fees imposed (business)	No.					✓
74	Amount of fee revenue collected (residential)	\$					✓
75	Amount of fee revenue collected (business)	\$					✓
76	Number of fees waived (residential)	No.					✓
77	Number of fees waived (business)	No.					✓
	Disconnections						
78	Disconnections for non-payment	No.	% of total customers	✓			
79	Disconnections for non-payment of amount due - residential	No.			✓		✓
80	Disconnections for non-payment of amount due - small business	No.			✓		✓
81	Disconnections for non-payment of security deposit - residential	No.					✓
82	Disconnections for non-payment of security deposit - business	No.					✓
83	Disconnections for non-payment where customer was previously on a budget instalment plan (domestic only)	No.	As a % of total customers disconnected for nonpayment		✓		
84	Disconnections for non-payment of amount due where customer is, or has been, on an instalment payment plan in the previous 24 months (residential only)	No.				✓	
85	Disconnections in the same name and address within past 24 months (domestic only)	No.	As a % of total customers disconnected for nonpayment		✓		
86	Disconnections in the same name and address within past 24 months for failure to pay bill (residential)	No.				✓	
87	Disconnections of concession card customers (domestic only)	No.	As a % of total customers disconnected for nonpayment		✓	✓	
88	Number of disconnections (other than planned interruptions) made at a restricted time (business)	No.	As a % of total customers disconnected for nonpayment				✓
89	Number of disconnections (other than planned interruptions) made at a restricted time (residential)	No.	As a % of total customers disconnected for nonpayment				✓
	Reconnections						
90	Reconnections in the same name (residential)	No.					✓
91	Reconnections in the same name (business)	No.					✓
92	Reconnections in the same name (within 7 days)	No.	As a % of total customers disconnected for nonpayment	✓			
93	Reconnection in the same name and address within 7 days of disconnection due to a failure to pay amount due (residential)	No.	As a % of total customers reconnected in the same name and address		✓		
94	Reconnection in the same name and address within 7 days of	No.				✓	

	disconnection due to a failure to pay amount due (small business)						
95	Reconnection in the same name and address within past 24 months (domestic only)	No.	As a % of total customers reconnected in the same name and address		✓		
96	Reconnection in the same name and address within past 24 months following a disconnection for non-payment and who have been disconnected for non-payment on one or more occasions (residential)	No.				✓	
97	Reconnection in the same name of Concession card customers (domestic only)	No.	As a % of total customers reconnected in the same name and address		✓	✓	
	Direct debit						
98	Direct debit customers No.	No.	Number of customers making direct debit payments	✓		✓	
99	Direct debit defaults No.	No.	% of direct debit customers who default on direct debit plan	✓		✓	
	Appointments						
100	Total number of appointments	No.				✓	
101	Total number of late appointments (where the retailer or one of its representatives is more than 15 minutes late)	No.	As a % of total appointments made			✓	
102	Amounts credited to customers' bills for retailer being more than 15 minutes late for any appointments	\$				✓	
	Concessions						
103	Number of residential customers receiving financial assistance (Electricity Pensioners' Concession)	No.				✓	
	Security deposits						
104	Refundable Advances – Number	No.	% of customers	✓			
105	Number of security deposits - residential	No.				✓	✓
106	Number of security deposits - small business	No.				✓	✓
107	Refundable Advances - Amount	\$	Context & normalised	✓			
108	Value of security deposits - residential	\$				✓	✓
109	Value of security deposits - small business	\$				✓	✓
110	Average amount of security deposit (business)	\$					✓
111	Average amount of security deposit (residential)	\$					✓
112	Number of security deposits used to offset debts - residential	No.				✓	
113	Number of security deposits used to offset debts - small business	No.				✓	
	Life support						

114	Total premises registered in accordance with regulations	No.					✓
115	New registrations during period	No.					✓
116	Attempted registrations rejected by retailer	No.					✓
117	New registrations provided with advice of plan of action in the event of unplanned interruption and emergency telephone number.	No.					✓
	Embedded Electricity Generation						
118	Total number of electricity embedded generating units in South Australia for which the retailer is the Responsible Person, by type (e.g. Photo voltaic, Diesel, Wind, Gas)	No.	Type				✓
119	Total annual amount of electricity exported into the distribution system by these types of embedded generators	MWh					✓

APPENDIX 22 – Proposed retail performance indicators

AFFORDABILITY AND ACCESS

1. Instalment Payment Plans

Residential Customers	
• Number of residential customers on instalment plans	
• Percentage of residential customers on instalment plans	

Non-Residential Customers	
• Number of non-residential customers on instalment plans	
• Percentage of non-residential customers on instalment plans	

2. Direct Debit Cancellations – as a Result of Defaults

Residential Customers	
• Number of direct debit plan terminations	
• Percentage of direct debit plans terminated	

Non-Residential Customers	
• Number of direct debit plan terminations	
• Percentage of direct debit plans terminated	

3. Financial hardship

Residential Customers	
• Number of residential customers who have been granted additional time to pay their bill under Part 6	
• Percentage of residential customers who have been granted additional time to pay their bill under Part 6	
• Number of residential customers who have been placed on a shortened billing cycle	
• Percentage of residential customers who have been placed on a shortened billing cycle	

Non-Residential Customers	
• Number of non-residential customers who have been granted additional time to pay their bill under Part 6	
• Percentage of non-residential customers who have been granted additional time to pay their bill under Part 6	
• Number of non-residential customers who have been placed on a shortened billing cycle	
• Percentage of non-residential customers who have been placed on a shortened billing cycle	

4. Disconnections (for non-payment)

Residential Customers	
• Number of customers disconnected for failure to pay	
• Percentage of customers disconnected	

Non-Residential Customers	
• Number of customers disconnected for failure to pay	
• Percentage of customers disconnected	

Additional Residential Disconnection Indicators

Residential Customers	
• Number of customers disconnected previously on a budget instalment plan	
• Percentage of customers disconnected	

Residential Customers	
• Number of customers disconnected previously within past 24 months	
• Percentage of customers disconnected	

Residential Customers	
• Number of government funded rebate customers disconnected	
• Percentage of customers disconnected reconnected	

5. Reconnections

Residential Customers	
• Number of disconnected customers reconnected within 7 days	
• Percentage of customers disconnected reconnected	

Non-Residential Customers	
• Number of disconnected customers reconnected within 7 days	
• Percentage of customers disconnected reconnected	

Additional Residential Reconnection Indicators

Residential Customers	
• Number of customers reconnected previously on a budget instalment plan	
• Percentage of customers reconnected	

Residential Customers	
• Number of customers reconnected who were disconnected previously within past 24 months	
• Percentage of disconnected customers reconnected	

Residential Customers	
• Number of government funded rebate customers reconnected	
• Percentage of disconnected customers reconnected	

6. Security Deposits

Residential Customers	
• Number of customers who have lodged security deposits	
• Percentage of customers who have lodged security deposits	

Non-Residential Customers	
• Number of customers who have lodged security deposits	
• Percentage of customers who have lodged security deposits	

CUSTOMER SERVICE

7. Complaints

Residential Customers	
Total number of complaints	
Billing complaints as a percentage of total complaints	
Marketing complaints as a percentage of total complaints	
Transfer complaints as a percentage of total complaints	
Other complaints as a percentage of total complaints	

Non-Residential Customers	
Total number of complaints	
Billing complaints as a percentage of total complaints	
Marketing complaints as a percentage of total complaints	
Transfer complaints as a percentage of total complaints	
Other complaints as a percentage of total complaints	

8. Telephone Service

Total number of telephone calls to an operator	
Number of operator calls responded to within 30 seconds	
Percentage of operator calls responded to within 30 seconds	
Average duration before call answered by operator (secs)	
Percentage of calls abandoned/unanswered	

COMPENSATION PAYMENT

9. Compensation payments

Total number of payments made under clause 14.2	
Total number of payments made under clause 14.3	
Total number of payments made under clause 14.4	

SUPPORTING INFORMATION

Total number of residential accounts	
Total number of non-residential accounts	

APPENDIX 23 – Proposed distribution performance indicators

CUSTOMER SERVICE

1. Timely provision of services

Total number of connections provided	
Number not provided on or before the agreed date	

2. Timely repair of faulty street lights

Number of street lights “out” during each month	
Average number of days to repair faulty street light	
Total number of street lights	

3. Customer complaints

Total number of customer complaints	
Total number of customer complaints relating to administrative process or customer service	
Total number of customer complaints relating to other matters	

4. Telephone Service

Total number of telephone calls to an operator	
Number of operator calls responded to within 30 seconds	
Percentage of operator calls responded to within 30 seconds	
Average wait before call answered by operator (secs)	
Percentage of calls abandoned	

COMPENSATION PAYMENT

5. Compensation payments

Total number of payments made under clause 14.5	
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SUPPORTING INFORMATION

6. Supporting information

Total number of connections	
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APPENDIX 24 – Jurisdictional comparison: Service standard payments

RETAILER		WA	SA	VIC	NSW	ACT	QLD	TAS
		COC	ERC	EI Act	ES(G)R	CPC	EIC	N/A
Reconnection of supply within prescribed timeframes	per day	\$50						
	maximum	\$250						
Wrongful disconnection	per day	\$50		\$250			<i>refer distributor</i>	
	maximum	\$250		N/A			<i>refer distributor</i>	
Respond to written enquiry or complaint within prescribed timeframes	one-off	\$20				\$20		
Be on time for appointments	one-off		\$20		\$25			
DISTRIBUTOR		COC	EDC	EDC	ES(G)R	CPC	EIC	N/A
Connect customer's supply within prescribed timeframe	per day		\$50	\$50	\$60	\$60	\$40	
	maximum		\$250	\$250	\$300	\$300	N/A	
Reconnect customer's supply within prescribed timeframe	per day						\$40	
	maximum						N/A	
Wrongful disconnection	per day						N/A	
	maximum						\$100	
Planned interruptions (give notice within prescribed timeframes)	one-off	\$20			\$20	\$50	\$20 (domestic customers) \$50 (business customers)	
\$50 (business customers)								
Planned interruptions (restore supply within timeframe specified in notice)						\$50		
Respond to written enquiry or complaint within prescribed timeframes	one-off	\$20				\$20		
Be on time for appointments	one-off		\$20	\$20	\$25		\$40	
Repair street lights within prescribed timeframes	one-off		\$20		\$15			
Respond to notification of problem or concern that has potential to cause damage or harm (within prescribed timeframes)	per day					\$60		
	maximum					\$300		

Glossary

ACCC	Australian Competition and Consumer Commission
Access Order	Electricity Distribution Access Order 2006
Act	Electricity Industry Act 2004
AER	Australian Energy Regulator
ARCPSP	Aboriginal Remote Communities Power Supply Project
COAG	Council of Australian Governments
Code	Code of Conduct for the Supply of Electricity to Small Use Customers
CPC	Consumer Protection Code (ACT)
DDT Act	Door to Door Trading Act 1987 (WA)
DDT Regulations	Door to Door Trading Regulations 1987 (WA)
ECCC	Electricity Code Consultative Committee
ECTCC	Energy Customer Transfer and Consent Code (SA)
EDC	Electricity Distribution Code (SA & Vic)
EIA	Electricity Industry Act 2000 (Vic)
EIC	Electricity Industry Code (Qld)
ERA Act	Economic Regulation Authority Act 2003
ERC	Energy Retail Code (SA & Vic)
ERCF	Electricity Reform Consumer Forum
ESC	Essential Services Commission (Vic)
ESCOSA	Essential Services Commission of South Australia
ES(G)R	Electricity Supply (General) Regulation 2001 (NSW)
ESI(TC)R	Electricity Supply Industry (Tariff Customers) Regulations 1998
FTA	Fair Trading Act 1987 (WA)
GMCC	Gas Marketing Code of Conduct 2004
GMCC Committee	Gas Marketing Code Consultative Committee
Guide	A Guide to Understanding the Code of Conduct (For the Supply of Electricity to Small Use Customers)
Horizon Power	Regional Power Corporation
KPMG report	KPMG, <i>Consumer issues with pre-payment meters – Final Report</i> , April 2004
Life support address	Supply address where a person depends on life support equipment
March 2002 Report	URF, <i>National Regulatory Reporting for Electricity Distribution and Retailing Business</i> , March 2002
MCE	Ministerial Council on Energy

Metering Code	Electricity Industry Metering Code 2005
November 2006 Report	URF, <i>National Energy Retail Performance Indicators</i> , November 2006
PPM	Pre-payment meter
PPMSC	Prepayment Meter System Code (SA & ACT)
Privacy Act	Privacy Act 1988 (Cwlth)
Quality and Reliability of Supply Code	Electricity Industry (Network Quality and Reliability of Supply) Code 2005
SCERC	Steering Committee on Energy Retail Consistency
SCONRRR	Steering Committee on National Regulatory Reporting Requirements
SCONRRR Discussion Paper	SCONRRR, <i>National Energy Retail Performance Indicators, Discussion Paper</i> , March 2006
Service standard payment	Payment made by a retailer or distributor under Part 14 of the Code.
SFC	Standard Form Contract
Synergy	Electricity Retail Corporation
TasCOSS	Tasmanian Council of Social Services
TEC	Tasmanian Electricity Code
TPA	Trade Practices Act 1974 (Cth)
TRRP	Town Reserve Regularisation Program
URF	Utility Regulators Forum
Western Power	Electricity Networks Corporation
WP register	Register kept by Western Power of persons dependent on life support equipment, as defined by Western Power