

Code of Conduct

for the Supply of Electricity to Small Use Customers

Unofficial Consolidation

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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.

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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 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*.

“**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 1 of the **Act**, or by the **Authority** under Part 6 of the **Act**.

“**complaint**” 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) 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, or in writing.

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

“**contestable customer**” means a **customer** who consumes more than 50 MWh per annum.

“**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).

“**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 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 (d) of the definition of **electricity marketing agent**.

“**meter**” 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 *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 2.9 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 2.10 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 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.

Under the Act, the Authority may propose to amend, or repeal and replace the Code. Prior to amending, or repealing and replacing the Code, the Authority must request the advice of the Consultative Committee. Before the Consultative Committee gives its advice to the Authority, it must give any interested person an opportunity to offer comments on the proposed amendment or replacement. When formulating its advice, the Consultative Committee must take into account any comments received from interested parties.]

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) 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

2.5 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

2.6 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**;

[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.

2.7 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 **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) the terms of the **contract** including –
 - (i) the type and frequency of bills the **customer** will receive; and
 - (ii) the payment methods available to the **customer**;
- (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 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

2.8 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) 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) 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**.

2.9 Marketing by 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.

2.13 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.
- (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

2.14 Collection and use of personal information

- (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).

2.15 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**.

2.16 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* provide 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.

[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 bill and, in any event, at least once every twelve months.

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) 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) 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

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**.

[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

- (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 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** 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;
- (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.

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

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.

[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

A **retailer** must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for **customers** in consultation with **relevant consumer representative organisations**.

[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

- (1) A **retailer** must develop a hardship policy to assist **customers** in meeting their financial obligations and responsibilities to the **retailer**.
- (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.
- (3) A **retailer** must give a **customer**, financial counsellor or **relevant consumer representative organisation** on request details of the hardship policy at no charge.
- (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

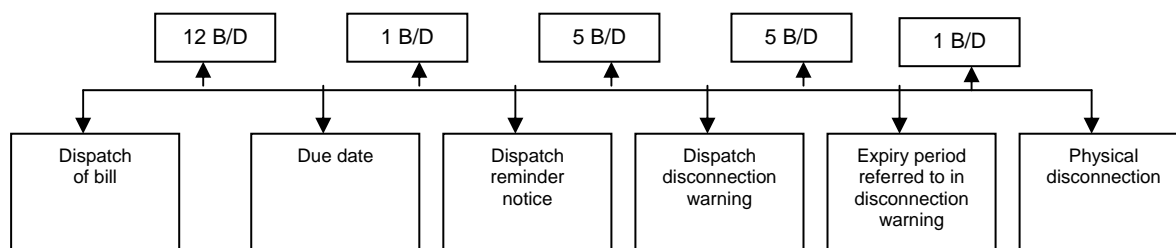
[Note: The *Energy Operators (Powers) Act 1979* and the *Electricity Act 1945* provide for a number of disconnection grounds, such as failure to pay bill, denying access to the meter, illegal use of electricity, and emergency reasons. The following clauses regulate a retailer's and distributor's conduct 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), given the **customer** in writing 5 **business days** notice requesting access to the **meter** at the **supply address** and advising of the **retailer's** ability to arrange for disconnection;
 - (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;
- (iii) 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).
- (3) 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 (2) 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 at the **customer’s supply address**.

“**recharge facility**” means a facility where a **pre-payment meter customer** can purchase credit for the **pre-payment meter**.

9.2 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.7, 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 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 –
 - (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
 - (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 at the **residential customer's supply address**;
 - (c) how a **pre-payment meter** is operated;
 - (d) how the **residential customer** may recharge the **pre-payment meter** (including details of cost and availability 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.]
 - (e) of the emergency credit facilities applicable to a **pre-payment meter**, and
 - (f) of **credit retrieval**.
- (2) At the time a **pre-payment meter** 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, divided in quarterly segments;

9.5 Life support equipment

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**.

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**—
 - (i) other than a customer within an ARCPSP community can access a **recharge facility** between the hours of 9:00am to 5:00pm, Monday to Friday;

- (ii) within an ARCPSP community can access a recharge facility at least 3 hours per day, 5 days per week, within the hours determined by the Aboriginal Corporation or relevant entity responsible for the community store facility.
- (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 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 & transfer

- (1) Subject to the **residential customer** notifying a **retailer** of the proposed vacation date, a **retailer** must ensure that a **residential customer** can retrieve all remaining credit at the time the **residential customer** vacates the **supply address**.
- (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) 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) 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) 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) A **retailer** must give a **customer** the information referred to under subclause (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 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 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 the telephone number for their **TTY** services on the –
 - (a) 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) **reminder notice**;
 - (c) **disconnection warning**; and
 - (d) **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) an explanation of the difference between distribution and retail functions;
- (f) reference to key documents in relation to the supply of electricity to **customers**; and

[Note: Key documents are for example 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) 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) For the purposes of subclause (1), a **retailer** or a **distributor** must give 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;
 - (b) 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
 - (c) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(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 a guideline that delineates 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**.

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 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) are subject to an instalment payment plan under Part 6;
 - (c) have been granted additional time to pay their bill under Part 6;
 - (d) have been placed on a shortened **billing cycle**;
 - (e) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
 - (f) have been reconnected at the same **supply address** within 30 days of having been disconnected for failure to pay a bill; and
 - (g) have provided a **refundable advance**.
- (2) In this clause –

“refundable advance” means 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; and
 - (b) the total number of –
 - (i) **billing and account complaints**;

- (ii) **customer transfer complaints;**
- (iii) **marketing complaints;**
- (iv) connection **complaints;**
- (v) disconnection **complaints;**
- (vi) reconnection **complaints;** and
- (vii) other **complaints.**

[Note: clause 9.11 also provides for the recording of pre-payment meter complaints.]

- (c) the action taken by a **retailer** to address a **complaint**; and
- (d) the time taken for a **complaint** to be concluded.

[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 been resolved, provided the retailer has followed the appropriate procedures for dealing with the complaint.]

- (2) In this clause –

“**billing and account complaint**” 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.

“**customer transfer complaint**” 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.

“**marketing complaint**” 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.

13.4 Compensation payments

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

- (a) clause 14.2;
- (b) clause 14.3; and
- (c) clause 14.4.

13.5 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.

Division 3 – Obligations particular to distributors

13.6 Connections

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

- (a) the total number of **customer** connections established; and
- (b) the total number of **customer** connections not established–
 - (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**.

13.7 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 occasions that the **distributor** failed to repair a faulty street light within –
 - (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), the number of days taken to repair a street light is counted from the date of notification.

13.8 Customer Complaints

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

- (a) the total number of **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) administrative processes or customer service **complaints**; and
 - (vii) other **complaints**.
- (c) the action taken by a **distributor** to rectify a **complaint**; and
- (d) the time taken for a **complaint** to be rectified.

13.9 Compensation payments

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

- (a) clause 14.5; and
- (b) clause 14.6.

13.10 Supporting information

A **distributor** must keep a record of the total number of 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

13.11 Provision of records to Authority

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**.

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 the Electricity Networks Corporation or the Regional Power Corporation.

Division 1 – Obligations particular to retailers

14.2 Facilitating customer reconnections

- (1) Subject to clause 14.7, where a **retailer** is required to arrange a reconnection of a **eligible customer’s supply address** under Part 8 –
 - (a) but the **retailer** has not complied with the time frames prescribed in clause 8.1(2); or
 - (b) 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 14.7, 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 14.7, 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 14.7, 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.

[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 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, 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.

Division 3 – Payment

14.7 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.2 to 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**.

14.8 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 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**.

14.9 Recovery of payment

- (1) If a **retailer** who is required to make a payment to an **eligible customer** under clauses 14.2, 14.3 or 14.4 fails to comply with clauses 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 the **retailer** 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) 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
2.13(3)	Provision of not-to-be-contacted list to electricity ombudsman
7.6(i)	Limitation on disconnection
11.1(2)(g)	Providing information on the electricity ombudsman
12.1(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
12.5(1)(c)	Provision of information on complaints to electricity ombudsman

Table 3	
Clause	Description
6.10	Development of hardship policy
10.1	Tariff information
10.7	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
14.5	Notice for planned interruptions
14.6	Customer service
14.7	Exceptions to obligation to make compensatory payment
14.8	Method of payment
14.9	Recovery of payment

Table 4	
Clause	Description
4.4	Particulars on each bill
9.10	Records on pre-payment meter customers
12.5	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
13.6	Records on connections
13.7	Records on the timely repair of faulty street lights
13.8	Records on customer complaints
13.9	Records on compensation payments
13.10	Records on supporting information
13.11	Provision of records to the Authority

Table 5	
Clause	Description
2.5(1)	Signing of non-standard and door-to-door contracts
2.6	Provision of information before entering into a contract
2.7	Provision of information at time of or after entering into a contract
7.7	Life support
9.5	Life support and pre-payment meters

Notes

This is a compilation of the Code of Conduct (For the Supply of Electricity to Small Use Customers) and includes the amendments made by the other written laws referred to in the following table.

Compilation table

Citation	Gazettal	Commencement
<i>Code of Conduct (For the Supply of Electricity to Small Use Customers)</i>	31 December 2004 pg. 7171-7214	31 December 2004 (see cl. 1.3)
<i>Code of Conduct (For the Supply of Electricity to Small Use Customers)</i>	7 January 2005 pg. 79	7 January 2005
<i>Electricity Corporations (Consequential Amendments) Regulations 2006</i>	31 March 2006 pg. 1299-1358	1 April 2006 (see r. 2)
<i>Code of Conduct (For the Supply of Electricity to Small Use Customers)</i>	13 March 2007 pg. 932	13 March 2007