ELECTRICITY INDUSTRY ACT 2004

CODE OF CONDUCT FOR THE
SUPPLY OF ELECTRICITY TO
SMALL USE CUSTOMERS 2012
The Economic Regulation Authority—

(a) repeals the “Code of Conduct for the Supply of Electricity to Small Use Customers” gazetted 22 June 2010 (No. 111), which repeal is to take effect on 1 January 2013;

(b) approves the “Code of Conduct for the Supply of Electricity to Small Use Customers 2012” as set out below; and

(c) prescribes 1 January 2013 as the date on which the “Code of Conduct for the Supply of Electricity to Small Use Customers 2012” comes into operation,

pursuant to section 79 of the Electrical Industry Act 2004.

LYNDON G. ROWE, Chairman.
Economic Regulation Authority.
ELECTRICITY INDUSTRY ACT 2004

CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY
TO SMALL USE CUSTOMERS 2012

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SIGNIFICANT AMENDMENTS TO THE CODE
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 2012.

1.2 Authority
The Code is made by the Authority under section 79 of the Act.

1.3 Commencement
(1) The Code comes into operation upon the day prescribed by the Authority.

1.4 Interpretation
(1) Headings and notes are for convenience or information only and do not affect the interpretation of the Code or 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 an electricity marketing agent arranging a contract is to be read as a reference to an electricity marketing agent entering into the contract on the retailer’s or customer’s behalf, or arranging the contract on behalf of another person (whichever is relevant).

1.5 Definitions
In the Code, unless the contrary intention appears—
“accumulation meter” has the same meaning as in clause 1.3 of the Metering Code.
“adjustment” means the difference in the amount charged—
(a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or
(b) under a bill smoothing arrangement based on an estimate carried out in accordance with clause 4.3(2)(a)-(b),
and the amount to be charged as a result of the bill being determined in accordance with clause 4.6(1)(a) provided that the difference is not as a result of an defect, error or default for which the retailer or distributor is responsible or contributed to.
“alternative tariff” means a tariff other than the tariff under which the customer is currently supplied electricity.
“amendment date” means 1 July 2010.
“attach” has the same meaning as in the Obligation to Connect Regulations.
“Australian Consumer Law (WA)” means schedule 2 to the Competition and Consumer Act 2010 (Cth) as modified by section 36 of the Fair Trading Act 2010 (WA).
“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/credit complaints” includes billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, disconnection and reconnection, and restriction due to billing discrepancy.

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

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

“business customer 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.

“business day” means any day except a Saturday, Sunday or public holiday.

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

“change in personal circumstances” includes—
(a) sudden and unexpected disability, illness of or injury to the residential customer or a dependant of the residential customer;
(b) loss of or damage to property of the residential customer; or
(c) other similar unforeseeable circumstances arising as a result of events beyond the control of the residential customer.

“Code” means the Code of Conduct for the Supply of Electricity to Small Use Customers as repealed and replaced by the Authority pursuant to section 79 of the Act.

“complaint” means an expression of dissatisfaction made to an organisation, related to its products or services, or the complaints-handling process itself where a response or resolution is explicitly or implicitly expected.

“concession” means a concession, rebate, subsidy or grant related to the supply of electricity available to residential customers only.

“connect” means to attach by way of a physical link to a network and to energise the link.

“consumption” means the amount of electricity supplied by the retailer to the customer’s premises as recorded by the meter.

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

“cooling-off period” means the period of 10 days commencing on and including the day on which the contract is made.

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

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

“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 email, on the date on which the sender’s facsimile or email facilities recorded that the facsimile or email was successfully transmitted; and
(iv) 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.

“de-energise” means the removal of the supply voltage from the meter at the premises while leaving the premises attached.

“direct debit plans terminated” means a direct debit plan terminated as a result of a default or non payment in 2 or more successive payment periods.

“disconnect” means to de-energise the customer’s supply address, other than in the event of an interruption.

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

“distributor” means a person who holds a distribution licence or integrated regional licence under Part 2 of the Act.
“door to door marketing” means the marketing practice under which—
(a) an electricity marketing agent goes from place to place seeking out persons who may be prepared to enter, as customers, into contracts; and
(b) the electricity marketing agent or some other electricity marketing agent then or subsequently enters into negotiations with those prospective customers with a view to arranging contracts on behalf of, or for the benefit of, a retailer or party other than the customer.
“dual fuel contract” means a non-standard contract for the sale of electricity and for the sale of gas by a retailer to a contestable customer.
“electricity 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 engages in any other activity relating to the marketing of electricity that is prescribed for the purposes of this definition;
(c) a representative, agent or employee of a person referred to in subclause (a) or (b); or
(d) not a person who is a customer representative.
“electricity ombudsman” means the ombudsman appointed under the scheme initially approved by the Minister or by the Authority for any amendments under section 92 of the Act.
“Electricity Retail Corporation” means the body corporate established as such by the Electricity Corporations Act 2005.
“electronic means” means the internet, email, facsimile or other similar means but does not include telephone.
“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.
“energise” has the same meaning as in the Obligation to Connect Regulations.
“energy efficiency audit” means an audit for the purpose of identifying energy usage and opportunities for energy conservation within a premises.
“export” means the amount of electricity exported into the distributor’s network as recorded by the meter.
“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 or supply addresses.
“instalment plan” means an arrangement between a retailer and a customer for the customer to pay arrears or in advance and continued usage on their account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account their capacity to pay. It does not include customers using a payment plan as a matter of convenience or for flexible budgeting purposes.
“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.
“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 complaints” includes advertising campaigns, contract terms, sales techniques and misleading conduct.
“marketing identification number” means a unique number assigned by a retailer or other party to each electricity marketing agent acting on its behalf.
“meter” has the meaning given to that term in the Metering Code.
“metering agent” means a person responsible for reading the meter on behalf of the distributor.
“metrology procedure” has the same meaning as in the Metering Code.

“metropolitan area” means—
(a) the region described in Schedule 3 of the Planning and Development Act 2005;
(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.

“National Interpreter Symbol” means the national public information symbol “Interpreter Symbol” (with text) developed by Victoria in partnership with the Commonwealth, State and Territory governments in accordance with Australian Standard 2342.

“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.

“not provided on or before the agreed date” includes connections not provided within any regulated time limit and connections not provided by the date agreed with a customer.

“Obligation to Connect Regulations” means the Electricity Industry (Obligation to Connect) Regulations 2005 (WA).

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

“overcharging” means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the retailer or distributor is responsible or contributed to, but does not include an adjustment.

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

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

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

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

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

“pre-payment meter service” means a service for the supply of electricity where the customer agrees to purchase electricity by means of a pre-payment meter.

“public holiday” means a public holiday in Western Australia.


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

“reconnect” means to re-energise the customer’s supply address following disconnection.

“re-energise” means to restore the supply voltage to the meter at the premises.

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

“Regional Power Corporation” means the body corporate established as such by the Electricity Corporations Act 2005.

“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).

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

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

“residential customer account” means an account with a retailer for which a customer is eligible to receive a supply of electricity solely for residential purposes.

“residential pre-payment meter customer” means a customer who has a pre-payment meter operating at the customer’s supply address and 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 Authority under section 51 of the Act or prescribed by the Minister under section 55 of the Act prior to its repeal.

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

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

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

“time band” refers to a period of time within a time of use tariff to which a given tariff rate applies.

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

“transfer complaints” includes failure to transfer customer within a certain time period, disruption of supply due to transfer and billing problems directly associated with the transfer (e.g., delay in billing, double billing).

“TTY” means a teletypewriter.

“Type 7” has the same meaning as in the Metering Code.

“undercharging” includes, without limitation—
(a) the failure to issue a bill in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or
(b) the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the retailer or distributor is responsible or contributed to, but does not include an adjustment.

“unsolicited consumer agreement” is defined in section 69 of the Australian Consumer Law (WA).

“verifiable consent” means consent that is given—
(a) expressly;
(b) in writing or orally;
(c) after the retailer or electricity marketing agent (whichever is relevant) 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.

“within the prescribed timeframe” means any applicable regulated time limit for reconnections.

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.

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.

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

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;
(d) 5.2;
(e) 5.4;
(f) 5.7; and
(g) 8.1.

PART 2—MARKETING

NOTE: This Code is not the only compliance obligation in relation to marketing. Other State and Federal laws apply to marketing activities, including but not limited to the Australian Consumer Law (WA), the Spam Act 2003, the Spam Regulations 2004, the Do Not Call Register Act, the Telecommunications Industry Standard 2007 and the Privacy Act 1988.

Division 1—Obligations particular to retailers

2.1 Retailers to ensure electricity marketing agents comply with this Part

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

Division 2—Contracts

2.2 Entering into contracts

(1) An electricity marketing agent must, in the course of arranging a non-standard contract other than in accordance with subclause (2), ensure that the contract is signed by the customer.

[Note: Under the Electronic Transactions Act 2011, 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 2011).]

(2) If a customer initiates a request to a retailer or electricity marketing agent for a non-standard contract the contract need not be signed but the retailer or electricity marketing agent must obtain and make a record of the customer’s verifiable consent that the contract has been entered into.

(3) A standard form contract need not be signed by the customer but the date of the customer entering into the standard form contract must be recorded by the electricity marketing agent.

(4) The terms and conditions of a standard form contract must be made available to the customer on request at no charge.

(5) Clauses 2.2(1) to (4) inclusive do not apply in relation to contracts that are unsolicited consumer agreements

Division 3—Information to be provided to customers

2.3 Information to be given before entering into a contract

(1) Before arranging a contract, an electricity marketing agent must give a customer the following information—

   (a) if acting on behalf of Electricity Retail Corporation or Regional Power Corporation, that the customer is free to choose the standard form contract offered by the retailer;
   (b) if acting on behalf of Electricity Retail Corporation or Regional Power Corporation and a non-standard contract is being offered to the customer, the difference between a standard form contract and a non-standard contract;
   (c) how and when the terms of the contract will be given or made available to the customer; and
   (d) that the customer is entitled to a written copy of the contract when requested.

(2) For a standard form contract that is not an unsolicited consumer agreement or for a non-standard contract entered into in accordance with clause 2.2(2) above, the electricity marketing agent 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 an unsolicited consumer agreement or a non-standard contract entered into other than in accordance with clause 2.2(2) above, the electricity marketing agent must obtain the customer’s written acknowledgement that the information in subclause (1) has been given.

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

(1) When a customer enters into a new contract that is not an unsolicited consumer agreement with a retailer or electricity marketing agent, the retailer or the electricity marketing agent must, at the time the contract is entered into, offer to give or make available to the customer a copy of the contract. If the customer accepts the offer, the retailer or electricity marketing agent must, at the time the contract is entered into, or as soon as possible thereafter, but no more than 28 days later, give or make available to the customer a copy of the contract.

(2) A retailer or electricity marketing agent must give the following information to a customer—

   (a) how the customer may obtain—
    (i) a copy of the Code; and
    (ii) details on all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;
2.5 Standards of Conduct

(1) An electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed.

(2) An electricity marketing agent must ensure that non-standard contracts that are not unsolicited consumer agreements are in writing.

(3) A retailer or other party must ensure that a customer is able to contact the retailer or other party on the retailer’s or other party’s telephone number during the normal business hours of the retailer or other party for the purposes of enquiries, verifications and complaints.

2.6 Contact for the purposes of marketing

(1) An electricity marketing agent who makes contact with a customer for the purposes of marketing must, on request by the customer—

(a) provide the customer with the complaints telephone number of the retailer or other party on whose behalf the contact is being made; and

(b) provide the customer with the electricity marketing agent’s marketing identification number.

(2) An electricity marketing agent who meets with a customer face to face for the purposes of marketing must—

(a) when negotiating a contract that is not an unsolicited consumer agreement, as soon as practicable, tell the customer the purpose of the contact,

(b) wear a clearly visible and legible identity card that shows—

(i) his or her first name;

(ii) his or her photograph;

(iii) his or her marketing identification number; and

(iv) the name of the retailer or other party on whose behalf the contact is being made; and

(c) as soon as practicable, provide the customer, in writing—

(i) his or her first name;

(ii) his or her marketing identification number;

(iii) the name of the retailer or other party on whose behalf the contact is being made;

(iv) the complaints telephone number of the retailer or other party on whose behalf the contact is being made; and
(v) the business address and Australian Business or Company Number of the retailer or other party on whose behalf the contact is being made.

(3) A retailer or other party must keep the following records each time it initiates contact with a customer for the purposes of marketing—
   (a) the name of the customer and—
      (i) if the contact was made by telephone, the telephone number;
      (ii) if the contact was made at the customer’s premises, the address of the premises; and
      (iii) if the contact was made at a place other than the customer’s premises, the details and address of the location.
   (b) the name of the electricity marketing agent who made the contact; and
   (c) the date and time of the contact.

(4) Clause 2.6(3) does not apply where an electricity marketing agent contacts a customer in response to a customer request or query.

Division 5—Miscellaneous

2.7 Compliance
(1) An electricity marketing agent who contravenes a provision of this Part commits an offence. Penalty—
   (a) for an individual, $5 000;
   (b) for a body corporate, $20 000.

(2) If an electricity marketing agent of a retailer contravenes a provision of this Part, the retailer commits an offence. Penalty—
   (a) for an individual, $5 000;
   (b) for a body corporate, $20 000.

(3) It is a defence to a prosecution for a contravention of subclause (2) if the retailer proves that the retailer used reasonable endeavours to ensure that the electricity marketing agent complied with the Code.

2.8 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.

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

(2) A record or other information that an electricity marketing agent is required by this Code to keep must be kept for at least 2 years—
   (a) after the last time the person to whom the information relates was contacted by or on behalf of the electricity marketing agent; or
   (b) after receipt of the last contact from or on behalf of the electricity marketing agent, whichever is later.

PART 3—CONNECTION

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.
4.1 Billing cycle*

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 3 consecutive bills; and

(B) notice as contemplated under clause 4.2; and

(b) no less than once every 3 months, unless the retailer—

(i) has obtained a customer’s verifiable consent to issue bills less frequently; 

(ii) has not received the required metering data from the distributor for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the distributor; or

(iii) is unable to comply with this timeframe due to the actions of the customer where the customer is supplied under a deemed contract pursuant to regulation 37 of the Electricity Industry (Customer Contracts) Regulations 2005 and the bill is the first bill issued to that customer at that supply address.

4.2 Shortened billing cycle*

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

(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 3 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.

(3) If, after giving notice as required under clause 4.1(a)(ii), a retailer decides to shorten the billing cycle in respect of a customer, the 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 3 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 3 months that, if the customer pays 3 consecutive bills by the due date of each bill, the customer will be returned, on request, to the billing cycle that applied to the customer before the shortened billing cycle commenced.

4.3 Bill smoothing

(1) Despite clause 4.1, in respect of any 12 month period, on receipt of a request by a customer, a retailer may provide a customer with a bill which reflects a bill smoothing arrangement.

(2) If a retailer provides a customer with a bill under a bill smoothing arrangement pursuant to subclause (1) the retailer must ensure—

(a) the amount payable under each bill is initially the same and is set out on the basis of—

(i) the retailer’s initial estimate of the amount of electricity the customer will consume over the 12 month period;

(ii) the relevant supply charge for the consumption and any other charges related to the supply of electricity agreed with the customer;

(iii) any adjustment from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and

(iv) any other relevant information provided by the customer.
(b) that the initial estimate is based on the customer’s historical billing data or, where the retailer does not have that data, the likely average consumption at the relevant tariff calculated over the 12 month period as estimated by the retailer;

(c) that on or before the seventh month—

(i) the retailer re-estimates the amount under subclause (2)(a)(i), taking into account any meter readings and relevant seasonal and other factors agreed with the customer; and

(ii) unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and

(d) that, at the end of the 12 month period, or any other time agreed between the retailer and the customer and at the end of the bill smoothing arrangement, the meter is read and any adjustment is included on the next bill in accordance with clause 4.19; and

(e) the retailer has obtained the customer’s verifiable consent to the retailer billing on that basis.

4.4 How bills are issued

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

Division 2—Contents of a Bill

4.5 Particulars on each bill

(1) Unless the customer agrees otherwise, subject to subclause (k), a retailer must include at least the following information on a customer’s bill—

(a) either the range of dates of the metering supply period or the date of the current meter reading or estimate;

(b) if the customer has a Type 7 connection point, the procedures referred to in clause 4.6(1)(c);

(c) if the customer has entered into an export purchase agreement with a retailer—

(i) the current meter reading or estimate; and

(ii) if the customer is on a time of use tariff, the current meter reading or estimate for the total of each time band in the time of use tariff;

(d) if the customer has not entered into an export purchase agreement with a retailer—

(i) the customer’s consumption, or estimated consumption; and

(ii) if the customer is on a time of use tariff, the customer’s consumption or estimated consumption for the total of each time band in the time of use tariff;

(e) if the customer has entered into an export purchase agreement with a retailer—

(i) the customer’s consumption and export;

(ii) if the customer is on a time of use tariff, the customer’s consumption and export for the total of each time band in the time of use tariff; and

(iii) if the customer has an accumulation meter installed and the export meter reading has been obtained by the retailer, the export meter reading;

(f) the number of days covered by the bill;

(g) the dates on which the account period begins and ends;

(h) the relevant tariffs;

(i) the amount of any other fees or charges and details of the service provided;

(j) with respect to a residential customer, a statement that the residential customer may be eligible to receive concessions and how the residential customer may find out its eligibility for those concessions;

(k) the value and type of any concessions provided to the residential customer that are administered by the retailer;

(l) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a customer;

(m) the average daily cost of electricity consumption;

(n) the average daily consumption;

(o) a meter identification number (clearly placed on the part of the bill that is retained by the customer);

(p) the amount due;

(q) the due date;

(r) a summary of the payment methods;

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

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

(u) a telephone number for complaints;

(v) the contact details for the electricity ombudsman;
(w) the **distributor’s** 24 hour **telephone** number for faults and **emergencies**;
(x) the **supply address** and any relevant mailing address;
(y) the **customer’s** name and account number;
(z) the amount of arrears or credit;
(aa) if applicable and not included on a separate statement—
   (i) payments made under an **installment plan**; and
   (ii) the total amount outstanding under the **installment plan**;
(bb) with respect to **residential customers**, the **National Interpreter Symbol** with the words “Interpreter Services”;  
(cc) the **retailer’s telephone** number for **TTY** services; and
(dd) 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.

(2) Notwithstanding subclause (1)(dd), 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.

(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.

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**Division 3—Basis of Bill**

4.6 Basis of bill

(1) Subject to clause 4.8, 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;
   (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; or
   (c) where the connection point is a **Type 7** connection point, the procedure as set out in the metrology procedure or Metering Code.

(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.

4.7 Frequency of meter readings

(1) Other than in respect of a **Type 7** connection point, a **retailer** must use its best endeavours to ensure that metering data is obtained, as frequently as required to prepare its bills.

(2) A **retailer** must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(1)(a).

4.8 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) If a **retailer** bases a bill upon an estimation, the **retailer** must specify in a visible and legible manner on the **customer’s** bill that—
   (a) the **retailer** has based the bill upon an estimation;
   (b) the **retailer** will tell the **customer** on request—
      (i) the basis of the estimation; and
      (ii) the reason for the estimation; and
   (c) the **customer** may request—
      (i) a verification of a **meter** reading; and
      (ii) a **meter** reading.

(3) A **retailer** must tell a **customer** on request the—
   (a) basis for the estimation; and
   (b) reason for the estimation.

4.9 Adjustments to subsequent bills

If a **retailer** gives a **customer** an estimated bill and the **meter** is subsequently read, the **retailer** must include an **adjustment** on the next bill to take account of the actual **meter** reading in accordance with clause 4.19.
4.10 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

4.11 Customer requests testing of meters or metering data
(1) If a customer—

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

Division 5—Alternative Tariffs

4.12 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.

4.13 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.

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.
(2) If the customer’s account is in credit at the time of account closure, the retailer must repay the amount to the customer.

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.

(3) If the retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review under clause 4.15, the retailer must provide the customer with notification of the status of the review as soon as practicable.

Division 8—Undercharging, overcharging and adjustment

4.17 Undercharging

(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 error, defect or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must—

(a) subject to subclause (b), limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the retailer notified the customer that undercharging had occurred;

(b) other than in the event that the information provided by the customer is incorrect, where a retailer has changed a customer to an alternative tariff in the circumstances set out in clause 4.13 and, as a result of that change, the retailer has undercharged a customer, limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the retailer notified the customer under clause 4.13.

(c) 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;

(d) not charge the customer interest on that amount or require the customer to pay a late payment fee; and

(e) in relation to a residential customer, offer the customer time to pay that amount by means of an instalment plan in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable undercharging occurred.

4.18 Overcharging

(1) This clause 4.18 applies whether the overcharging became apparent through a review under clause 4.15 or otherwise.

(2) If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect or default for which a retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the error, defect or default and, subject to subclause (6), 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.

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

(6) Where the amount referred to in subclause (2) is less than $75 the retailer may, notwithstanding clause 4.18(2), notify the customer of the overcharge by no later than the next bill after the retailer became aware of the error, and—

(a) ask the customer for instructions pursuant to subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or

(b) credit the amount to the customer's account (in which case subclause (3) applies as if the customer instructed the retailer to credit the customer's account).

4.19 Adjustments

(1) If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of the customer, the retailer must—

(a) list the amount to be recovered to no more than the amount of the adjustment for the 12 months prior to the date on which the meter was read on the basis of the retailer's estimate of the amount of the adjustment for the 12 month period taking into account any meter readings and relevant seasonal and other factors agreed with the customer;

(b) list the amount of the adjustment as a separate item in a special bill or in the next bill, together with an explanation of that amount;
(c) not require the **customer** to pay a late payment fee; and  
(d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.

(2) If the **meter** is read pursuant to either clause 4.6 or clause 4.3(2)(d) and the amount of the **adjustment** is an amount owing to the **customer**, the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject to subclause (5), ask the **customer** for instructions as to whether the amount should be—  
(a) credited to the **customer's** account;  
(b) repaid to the **customer**; or  
(c) included as a part of the new bill smoothing arrangement where the **adjustment** arises under clause 4.3(2)(a)-(b),

(3) If a **retailer** received instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.

(4) If a **retailer** does not receive instructions under subclause (2), within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount of the **adjustment** to the **customer's** account.

(5) Where the amount referred to in subclause (2) is less than $75 the **retailer** may, notwithstanding clause (2), notify the **customer** of the **adjustment** by no later than the next bill after the **meter** is read; and  
(a) ask the **customer** for instructions pursuant to subclause (2), (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or  
(b) credit the amount to the **customer's** account (in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's** account).

(6) No interest shall accrue to an **adjustment** amount under subclause (1) or (2).

**PART 5—PAYMENT**

5.1 Due dates for payment*  
(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*  
A **retailer** must offer a **customer** at least the following payment methods—  
(a) in person at 1 or more payment outlets located within the Local Government District of the **customer's** supply address;  
(b) by mail;  
(c) for **residential customers**, by Centrepay;  
(d) electronically by means of BPay or credit card; and  
(e) by telephone by means of credit card.

5.3 Direct debit  
If a **retailer** offers the option of payment by direct debit to a **customer**, the **retailer** must, prior to the direct debit commencing, obtain the **customer's verifiable consent**, and agree with the **customer**—  
(a) wherever possible, the amount to be debited; and  
(b) the date and frequency of the direct debit.

5.4 Payment in advance*  
(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, for the purposes of subclause (1), $20 is the minimum amount for which the **retailer** will accept advance payments.

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.

5.6 Late payments  
(1) A **retailer** must not charge a **residential customer** a late payment fee if—  
(a) the **residential customer** receives a **concession**, provided the **residential customer** did not receive 2 or more **reminder notices** within the previous 12 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; or
   (c) the residential customer has made a complaint directly related to the non-payment of the bill to the retailer or to the electricity ombudsman and the complaint remains unresolved or is upheld. If the complaint is resolved in favour of the retailer, any late payment fee shall only be calculated from the date of the electricity ombudsman’s decision; or
   (d) the residential customer is assessed by the retailer under clause 6.1(1) as being in financial hardship.

(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 and 12 late payment fees in relation to a residential customer’s last bill prior to the assessment being made.

5.7 Vacating a supply address*

(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—
   (d) the date the customer vacated the supply address, if the customer gave at least 3 business days notice; or
   (e) 5 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 retailer 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; and
   (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 Part 2 of the Debt collection guideline for collectors and creditors issued by the Australian Competition and Consumer Commission concerning section 50 of the Australian Consumer Law (WA).

(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.
PART 6—PAYMENT DIFFICULTIES AND FINANCIAL HARDSHIP

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 and outcome of an assessment carried out under subclause (1).

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 15 business 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 the residential customer or relevant consumer representative organisation requests additional time, a retailer must give reasonable consideration to the residential customer's or relevant consumer representative organisation's request.

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, or

(b) financial hardship, the retailer must offer the residential customer—
   (i) the alternative payment arrangements referred to in clause 6.4(1); and
   (ii) assistance in accordance with clauses 6.6 to 6.9.

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

Division 2—Residential customers experiencing payment difficulties or financial hardship

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.

(3) If a residential customer has, in the previous 12 months, had 2 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 experiencing financial hardship” means a residential customer who has been assessed by a retailer under clause 6.1(1) as experiencing financial hardship.

Subdivision 1—Specific assistance available

6.6 Reduction of fees, charges and debt

(1) A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative organisation, for a reduction of the customer's fees, charges or debt.

(2) In giving reasonable consideration under subclause (1), a retailer should refer to the guidelines in its hardship policy referred to in clause 6.10(2)(d).

6.7 Revision of alternative payment arrangements

If a customer experiencing financial hardship, 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).

6.8 Provision of information

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

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

(b) payment methods available to the customer;

(c) concessions available to the customer and how to access them;

(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;

(f) independent financial counselling and other relevant consumer representative organisations available to the customer; and

(g) availability of any other financial assistance and grants schemes that the retailer should reasonably be aware of and how to access them.

6.9 Payment in advance

(1) A retailer must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representative organisations.

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

Subdivision 2—Hardship policy

6.10 Obligation to develop hardship policy

(1) A retailer must develop a hardship policy to assist customers experiencing financial hardship 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—

(i) including call centre staff, all subcontractors employed to engage with customers experiencing financial hardship, energy efficiency auditors and field officers;
(ii) on issues related to financial hardship and its impacts, and how to deal with customers consistently with the obligation in subclause (c);
(c) ensure that customers experiencing financial hardship 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 residential customers, financial counsellors and relevant consumer representative organisations details of the hardship policy at no charge. The retailer must provide all residential customers that have been identified by the retailer as experiencing financial hardship, details of the hardship policy, including by post, if requested.

(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.

(5) The retailer must, unless otherwise notified in writing by the Authority, review its hardship policy at least annually and submit to the Authority the results of that review within 5 business days after it is completed.

(6) The retailer may, at any time, review its hardship policy and submit to the Authority the results of that review within 5 business days after it is completed.

(7) Any review of a retailer’s hardship policy must have regard to the Authority’s Financial Hardship Policy Guidelines.

(8) Subject to subclause (9) when a retailer has reviewed its hardship policy pursuant to subclauses (5) or (6), the Authority will examine—
   (a) the review to assess whether a retailer’s hardship policy has been reviewed consistently with the Financial Hardship Policy Guidelines pursuant to subclause (7); and
   (b) the hardship policy to assess whether a retailer’s hardship policy complies with this clause of the Code.

(9) The Authority will only conduct a review of a retailer’s hardship policy pursuant to subclause (8) a maximum of once per year.

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

Division 1—Conduct in relation to disconnection
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; including by telephone or electronic means or other method;
   (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 and the Freecall telephone number of the electricity ombudsman.

(2) For the purposes of subclause (1), a customer has failed to pay a retailer’s bill if the customer has not—

(a) paid the retailer’s bill by the due date;
(b) agreed with the retailer to an offer of an instalment 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;
(b) if the retailer has made the residential customer an offer in accordance with clause 6.4(1) and the residential customer—

(i) has 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).

(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 (4), at least once given the customer in writing 5 business days notice—

(i) advising the customer of the next date or timeframe of a scheduled meter reading at the supply address;
(ii) requesting access to the meter at the supply address for the purpose of the scheduled meter reading; and
(iii) advising the customer of the retailer’s ability to arrange for disconnection if the customer fails to provide access to the meter;
(c) the retailer has given the customer an opportunity to provide reasonable alternative access arrangements;
(d) where appropriate, the retailer has informed the customer of the availability of alternative meters which are suitable to the customer’s supply address;
(e) the retailer has used its best endeavours to contact the customer to advise of the proposed disconnection; and
(f) the retailer has given the customer a disconnection warning with at least 5 business days notice of its intention to arrange for disconnection (the 5 business days shall be counted from the date of receipt of the disconnection warning).

(2) A retailer may arrange for the distributor to carry out 1 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
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—
(c) 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;
(d) after 3.00 pm Monday to Thursday;
(e) after 12.00 noon on a Friday; and
(f) on a Saturday, Sunday, public holiday or on the business day before a public holiday,
unless—
(g) the customer is a business customer; and
(h) the business customer’s normal trading hours—
(i) fall within the time frames set out in paragraphs (d), (e) or (f); and
(ii) do not fall within any other time period; and
(i) it is not practicable for the retailer or distributor to arrange for disconnection at any other time.

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 and contact details as a life support equipment address;
(b) register the life support equipment required by the customer;
(c) notify the customer’s distributor that the customer’s supply address is a life support equipment address, and of the contact details and the life support equipment required by the customer—
(i) that same day, if the confirmation is received before 3pm on a business day; or
(ii) the next business day, if the confirmation is received after 3pm or on a Saturday, Sunday or public holiday; and
(d) 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 requires the use of life support equipment.

(2) If a customer registered with a retailer under subclause (1) notifies the retailer of a change of the customer’s supply address, contact details, life support equipment or that the customer’s supply address no longer requires registration as a life support equipment address, the retailer must—
(a) register the change of details;
(b) notify the customer’s distributor of the change of details—
(i) that same day, if the notification is received before 3pm on a business day; or
(ii) the next business day, if the notification is received after 3pm or on a Saturday, Sunday or public holiday; and
(c) continue to comply with subclause (1)(d) with respect to that customer’s supply address.
(3) Where a distributor has been informed by a retailer under subclause (1)(c) or by a relevant government agency that a person residing at a customer's supply address requires life support equipment, or of a change of details notified to the retailer under subclause (2), the distributor must—

(a) register the customer's supply address as a life support equipment address—
   (i) the next business day, if the notification is received before 3pm on a business day; or
   (ii) within 2 business days, if the notification is received after 3pm or on a Saturday, Sunday or public holiday;

(b) where informed by a relevant government agency, notify the retailer in accordance with the timeframes specified in subclause (3)(a);

(c) not disconnect that customer's supply address for failure to pay a bill while the person continues to reside at that address and requires the use of life support equipment; and

(d) prior to any planned interruption, provide at least 3 business days written notice to the customer's supply address (the 3 days to be counted from the date of receipt of the notice), and use best endeavours to obtain verbal or written acknowledgement from the customer that the notice has been received.

(4) Where the distributor has—

(a) already provided notice of a planned interruption under the Electricity Industry Code that will affect a supply address; and

(b) has been informed by a retailer under subclause 7.7(1)(c) or by a relevant government agency that a person residing at a customer's supply address requires life support equipment,

the distributor must use best endeavours to contact that customer prior to the planned interruption.

(5) 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,

the retailer's and distributor's obligations under subclauses (1), (3) and (4) terminate.

PART 8—RECONNECTION

8.1 Reconnection by retailer*

(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—

(d) the customer making a request for reconnection; and

(e) the customer—

   (i) paying the retailer's reasonable charge for reconnection, if any; or

   (ii) 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.

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;
(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.

(3) Subclause (2) does not apply in the event of an emergency.

PART 9—PRE-PAYMENT METERS

9.1 Application

(1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the Code do not apply to a pre-payment meter customer.

(2) A distributor may only operate a pre-payment meter, and a retailer may only offer a pre-payment meter service, in an area that has been declared by the Minister by notice published in the Government Gazette.

9.2 Operation of pre-payment meter

(1) A retailer must not provide a pre-payment meter service at a residential customer's supply address without the verifiable consent of the residential customer or the residential customer's nominated representative.

(2) A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.

(3) A retailer must not, in relation to the offer of, or provision of, a pre-payment meter service—
   (a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or
   (b) exert undue pressure on a customer, nor harass or coerce a customer.

(4) Subject to any applicable law, a retailer is not obliged to offer a pre-payment meter service to a customer.

9.3 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 service relative to relevant tariffs, fees and charges which would apply to that residential customer if no pre-payment meter was operating at the residential customer's supply address;
   (c) of the retailer's charges, or its best estimate of those charges, to replace or switch a pre-payment meter to a standard meter;
   (d) how a pre-payment meter is operated;
   (e) how the residential customer may recharge the pre-payment meter (including details of cost, location and business hours of recharge facilities);
   (f) of the emergency credit facilities applicable to a pre-payment meter; and
   (g) of credit retrieval.

(2) At the time a residential customer enters into a pre-payment meter contract at a residential customer's supply address, 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 the availability and scope of the Code and the requirement that distributors, retailers and electricity marketing agents comply with the Code;
   (d) details of the period at or before the expiry of which the residential customer may replace or switch the pre-payment meter to a standard meter at no cost to the residential customer;
   (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 including the contact details for the electricity ombudsman; and
(q) general information on the safe use of electricity.

(3) A retailer must ensure that the following information is shown on or directly adjacent to a residential customer’s pre-payment meter—

(a) the positive or negative financial balance of the pre-payment meter within 1 dollar of the actual balance;
(b) whether the pre-payment meter is operating on normal credit or emergency credit;
(c) a telephone number for enquiries;
(d) the distributor’s 24 hour telephone number for faults and emergencies; and
(e) details of the recharge facilities.

(4) A retailer must give a pre-payment meter customer on request, at no charge, the following information—

(a) total energy consumption;
(b) average daily consumption; and
(c) average daily cost of consumption.

for the previous 2 years or since the commencement of the pre-payment meter contract (whichever is the shorter), divided in quarterly segments.

(5) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to the pre-payment meter customer at the pre-payment meter customer’s supply address, another address nominated by the pre-payment meter customer or an electronic address nominated by the pre-payment meter customer.

9.4 Reversion

(1) If a pre-payment meter customer notifies a retailer that it wants to replace or switch the pre-payment meter to a standard meter, the retailer must within 1 business day of the request—

(a) send the information referred to in clauses 2.3 and 2.4 to the customer in writing or by electronic means; and
(b) arrange with the relevant distributor to—

(i) remove or render non-operational the pre-payment meter; and
(ii) replace or switch the pre-payment meter to a standard meter.

(2) A retailer must not require payment of a charge for reversion to a standard meter if the pre-payment meter customer is a residential customer and that customer, or its nominated representative, requests reversion of a pre-payment meter under subclause (1) within 3 months of the later of the installation of the pre-payment meter or the date that the customer agrees to enter into a pre-payment meter contract.

(3) Where the pre-payment meter customer requests reversion of a pre-payment meter under subclause (1) after the date calculated in accordance with subclause (2), the pre-payment meter customer must pay the retailer’s reasonable charge for reversion to a standard meter (if any). The retailer’s obligations under subclause (1)—

(a) if the customer is a residential pre-payment meter customer, are not conditional on the customer paying the retailer’s reasonable charge; and
(b) if the customer is not a residential pre-payment meter customer, may be made conditional on the customer paying the retailer’s reasonable charge.

(4) If a retailer requests the distributor to revert a pre-payment meter under subclause (1), the distributor must revert the pre-payment meter at the customer’s supply address—

(a) for supply addresses located within the metropolitan area within 5 business days of receipt of the request; or
(b) for supply addresses located within the regional area within 10 business days of receipt of the request.

(5) A retailer must send a notice in writing or by electronic means, to a residential pre-payment meter customer not less than 20 business days and not more than 40 business days prior to the expiry of the 3 month period calculated in accordance with subclause (2) advising the residential pre-payment meter customer of the date of the expiry of the residential pre-payment meter customer’s right to revert to a standard meter at no charge and the options available to the residential pre-payment meter customer (including providing the information referred to in clauses 2.3 and 2.4 to the residential pre-payment meter customer).

(6) The information to be provided in subclauses (1) and (5) may be provided in writing to the pre-payment meter customer at the pre-payment meter customer’s supply address, another address nominated by the pre-payment meter customer or an electronic address nominated by the pre-payment meter customer.

9.5 Life support equipment

(1) A retailer must not provide a pre-payment meter service 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.
If a pre-payment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must, or must immediately arrange to—
(a) remove or render non-operational the pre-payment meter at no charge;
(b) replace or switch the pre-payment meter to a standard meter at no charge; and
(c) provide information to the pre-payment meter customer about the contract options available to the pre-payment meter customer.

If a retailer requests the distributor to revert a pre-payment meter under subclause (2), the distributor must revert the pre-payment meter at the customer's supply address as soon as possible and in any event no later than—
(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;
(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.

9.6 Requirements for pre-payment meters
A retailer must ensure that a pre-payment meter service—
(a) only disconnects supply to the pre-payment meter customer—
(i) between the hours of 9.00am and 2.00pm on a business day; or
(ii) where the pre-payment meter has no credit left and the pre-payment meter customer has incurred a debt of $20 or more for the supply of electricity from the pre-payment meter,
(b) is capable of informing the retailer of—
(i) the number of instances where a pre-payment meter customer has been disconnected; and
(ii) the duration of each of those disconnections referred to in subclause (b)(i), at least every month,
(c) is capable of recommencing supply and supply is recommenced—
(i) as soon as information is communicated to the pre-payment meter that a payment to the account has been made; and
(ii) as soon as possible after payment to the account has been made.

9.7 Recharge Facilities
A retailer must ensure that—
(a) at least 1 recharge facility is located as close as practicable to a pre-payment meter, and in any case no further than 40 kilometres away;
(b) a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days per week;
(c) it uses best endeavours to ensure that a pre-payment meter customer can access a recharge facility for periods greater than required under subclause (b); and
(d) the minimum amount to be credited by a recharge facility does not exceed 10 dollars per increment.

9.8 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.

9.9 Meter testing
(1) Where a pre-payment meter customer requests that the whole or part of the pre-payment meter be tested, the retailer must, at the request of the customer, make immediate arrangements to—
(a) check the pre-payment meter customer's metering data;
(b) check or conduct a test of the pre-payment meter; and/or
(c) arrange for a check or test by the responsible person for the meter installation at the pre-payment meter customer's connection point.
(2) If a retailer requests the distributor to check or test a pre-payment meter under subclause (1), the distributor must check or test the pre-payment meter.
(3) A pre-payment meter customer who requests a check or test of the pre-payment meter under subclause (1) must pay the retailer's reasonable charge for checking or testing the pre-payment meter (if any).
(4) If a pre-payment meter is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), the retailer must—
(a) immediately arrange for the repair or replacement of the faulty pre-payment meter;
(b) correct any overcharging or undercharging in accordance with clause 9.11; and
(c) refund the customer any charges paid by the customer pursuant to this clause for the testing of the pre-payment meter.

9.10 Credit retrieval, overcharging and undercharging

(1) Subject to the pre-payment meter customer notifying a retailer of the proposed vacation date, a retailer must ensure that a pre-payment meter customer can retrieve all remaining credit at the time the pre-payment meter customer vacates the supply address.

(2) If a pre-payment meter customer (including a pre-payment meter customer who has vacated the supply address) has been overcharged as a result of an act or omission of a retailer or distributor (including where the pre-payment meter has been found to be defective), the retailer must use its best endeavours to inform the pre-payment meter customer accordingly within 10 business days of the retailer becoming aware of the error, and ask the pre-payment meter customer for instructions as to whether the amount should be—
(a) credited to the pre-payment meter customer’s account; or
(b) repaid to the pre-payment meter customer.

(3) If a retailer receives instructions under subclause (2), the retailer must pay the amount in accordance with the pre-payment meter 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 pre-payment meter customer’s account.

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

(6) If a retailer proposes to recover an amount undercharged as a result of an act or omission by the retailer or distributor (including where a pre-payment 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 pre-payment meter customer that undercharging had occurred;
(b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
(c) not charge the pre-payment meter customer interest on that amount or require the pre-payment meter customer to pay a late payment fee; and
(d) offer the pre-payment meter customer time to pay that amount by means of an instalment plan in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the retailer) and covering a period at least equal to the period over which the recoverable undercharging occurred.

(7) Where the amount referred to in subclause (2) is less than $45 the retailer may—
(a) ask the customer for instructions pursuant to subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or
(b) credit the amount to the customer’s account (in which case subclause (3) applies as if the customer instructed the retailer to credit the customer’s account).

9.11 Debt recovery

Where a customer owes a debt to a retailer, the retailer may only adjust the tariff payable by a pre-payment meter customer to recover any amount owing at a maximum of $10 on the first day and then at a rate of no more than $2 per day thereafter, unless otherwise authorised by an applicable law.

9.12 Payment difficulties or financial hardship

(1) A retailer must give reasonable consideration to a request by—
(a) a residential pre-payment meter customer that informs the retailer in writing, by telephone or by electronic means that the pre-payment meter customer is experiencing payment difficulties or financial hardship; or
(b) a relevant consumer representative organisation,
for a waiver of any fee payable by the customer to replace or switch a pre-payment meter to a standard meter.

(2) Notwithstanding its obligations under clause 6.10, a retailer must ensure that—
(a) where a residential pre-payment meter customer informs the retailer in writing, by telephone or by electronic means that the pre-payment meter customer is experiencing payment difficulties or financial hardship; or
(b) the retailer identifies that a residential pre-payment meter customer has been disconnected 2 or more times in any 1-month period for longer than 120 minutes on each occasion,
the retailer must use best endeavours to contact the customer as soon as is reasonably practicable to provide—

(c) the information referred to in clauses 2.3 and 2.4 to the customer;
(d) information about the different types of meters available to the customer;
(e) information about and referral to relevant customer financial assistance programmes, and/or
(f) referral to relevant consumer representative organisations; and/or
(g) information on independent financial and other relevant counselling services.

(3) The information to be provided in subclause (2) may be provided in writing to the pre-payment meter customer at the pre-payment meter customer's supply address, another address nominated by the pre-payment meter customer or an electronic address nominated by the pre-payment meter customer.

9.13 Existing pre-payment meters

(1) Subject to subclause (3), a pre-payment meter installed and operating immediately prior to the amendment date will be deemed to comply with the requirements of this Part 9 for a period of 36 months on and from the amendment date. For the avoidance of doubt, at the expiry of the 36 month period, this subclause (1) will no longer apply to the pre-payment meter and it must comply with the requirements of this Part 9.

(2) Subject to subclause (3), a pre-payment meter that is installed during the period commencing on the amendment date and ending on 31 December 2010 (inclusive) will be deemed to comply with clauses 9.7(1)(a) and 9.12 for a period of 36 months on and from the amendment date. For the avoidance of doubt, at the expiry of the 36 month period, this subclause (2) will no longer apply to the pre-payment meter and it must comply with the requirements of this Part 9.

(3) When a pre-payment meter covered by subclause (1) or subclause (2) is upgraded or modified for any reason (other than the initial installation), the modified or upgraded pre-payment meter must comply with the applicable requirements of Part 9.

PART 10—INFORMATION AND COMMUNICATION

Division 1—Obligations particular to retailers

10.1 Tariff information

(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.

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

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

10.2 Historical billing data

(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 2 years and no more than once a year; or

(b) in relation to a dispute with the retailer,

the retailer must give the billing data at no charge.

(3) A retailer must give a non-contestable customer the billing data requested under subclause (1) within 10 business days of the date of receipt of—

(a) the request; or

(b) payment for the retailer's reasonable charge for providing the billing data (if requested by the retailer).

(4) A retailer must keep a non-contestable customer's billing data for 7 years.

10.3 Concessions

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

(a) information on the types of concessions available to the residential customer; and

(b) the name and contact details of the organisation responsible for administering those concessions (if the retailer is not responsible).

10.3A Service Standard Payments

A retailer must give a customer at least once a year written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation (including subsidiary legislation) in Western Australia including the amount of the payment and the eligibility criteria for the payment.

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.

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.

10.6 General information
A distributor must give a customer on request, at no charge, the following information—
(a) information on the distributor’s requirements in relation to the customer’s proposed new electrical installation, or changes to the customer’s existing electrical installation, including advice about supply extensions;
(b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
(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
(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 2 years and no more than twice a year provided the customer has not been given consumption data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request; 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) if payment is required (and is requested by the distributor within 2 business days of the request) payment for the distributor’s reasonable charge for providing the data.
(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 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).

10.9 Written information must be easy to understand
To the extent practicable, a retailer and distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent 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 website.
(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.
10.11 Special Information Needs

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

(2) A retailer and, where appropriate, a distributor must include in relation to residential customers—
   (a) the telephone number for their TTY services;
   (b) the telephone number for independent multi-lingual services; and
   (c) the National Interpreter Symbol with the words “Interpreter Services”,
   on the—
      (d) bill and bill related information (including, for example, the notice referred to in clause 4.2(5) and statements relating to an instalment plan);
      (e) reminder notice; and
      (f) disconnection warning.

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—NOT USED

PART 12—COMPLAINTS AND DISPUTE RESOLUTION

12.1 Obligation to establish complaints handling process

(1) A retailer and distributor 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 AS ISO 10002—2006;
   (b) address at least—
      (i) how complaints must be lodged by customers;
      (ii) how complaints will be handled by the retailer or distributor, including—
         (A) a right of the customer to have its complaint considered by a senior employee within each organisation of the retailer or distributor if the customer is not satisfied with the manner in which the complaint is being handled;
         (B) the information that will be provided to a customer;
      (iii) response times for complaints;
      (iv) method of response;
   (c) detail how the retailer will handle complaints about the retailer or marketing; and
   (d) be available at no cost to customers.

(3) For the purposes of subclause (2)(b)(ii)(B), a retailer or distributor 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 or distributor (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 or distributor 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 and provide the Freecall telephone number of the electricity ombudsman.

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

A retailer must comply with any guideline developed by the Authority relating to distinguishing customer queries from customer complaints.
12.3 Information provision
A retailer, distributor and electricity marketing agent 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 electricity marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that the retailer, distributor or electricity marketing agent reasonably considers to be the appropriate entity to deal with the complaint (if known).

PART 13—RECORD KEEPING AND REPORTING

Division 1—General

13.1 Records to be kept
(1) Unless expressly provided otherwise, a retailer, distributor or electricity marketing agent must keep a record or other information that a retailer, distributor or electricity marketing agent is required to keep by the Code for at least 2 years from the last date on which the information was recorded.

(2) For the purposes of subclause (1), a retailer must keep records or other information pursuant to clauses—
(a) 2.2;
(b) 2.6(3);
(c) 6.10(4);
(d) 7.7;
(e) 13.2;
(f) 13.3(1) and 13.3(2)
(g) 13.4;
(h) 13.5;
(i) 13.6; and
(j) 13.7(1) and 13.7(2).

(3) For the purposes of subclause (1), a distributor must keep records or other information pursuant to clauses—
(a) 7.7;
(b) 13.8(1) and 13.8(2);
(c) 13.9(1);
(d) 13.10(1) and 13.10(2);
(e) 13.11;
(f) 13.12;
(g) 13.13(1) and 13.13(2); and
(h) 13.14 (1).

Division 2—Record keeping obligations particular to retailers

13.2 Affordability and access
A retailer must keep a record of—
(a) the total number of, and percentage of, its residential customer accounts that—
(i) have been issued with a bill outside the timeframes prescribed in clause 4.1, categorised according to circumstances where the delay is due to fault on the part of the retailer; due to the retailer not receiving the required metering data from the distributor in accordance with clause 4.1(b)(ii); and due to the actions of the customer in accordance with clause 4.1(b)(iii);
(ii) are subject to an instalment plan under Part 6;
(iii) have been granted additional time to pay a bill under Part 6;
(iv) have been placed on a shortened billing cycle under Part 6;
(v) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
(vi) have been disconnected under subclause (v) that were previously the subject of an instalment plan;
(vii) have been disconnected under subclause (v) and that have been disconnected pursuant to clauses 7.1 and 7.3 at the same supply address on at least 1 other occasion during the reporting year or the previous reporting year;
(viii) have been disconnected under subclause (v) while the subject of a concession;
(ix) the retailer has requested to be reconnected, pursuant to clause 8.1(1)(a), at the same supply address and in the same name within 7 days of requesting the residential customer account to be disconnected under subclause (v);
(x) the retailer has requested to be reconnected pursuant to clause 8.1(1)(a) that were not reconnected within the prescribed timeframe;
(xi) have been reconnected pursuant to subclause (ix) that were previously the subject of an instalment plan;
(xii) have been reconnected pursuant to subclause (ix) and that have also been reconnected pursuant to subclause (ix) on at least 1 other occasion during the reporting year or the previous reporting year;
(xiii) have been reconnected pursuant to subclause (ix) and that, immediately prior to disconnection, were the subject of a concession;
(xiv) have lodged security deposits in relation to the residential customer account; and
(xv) have had direct debit plans terminated.

(b) the total number of, and percentage of, its business customer accounts that—
(i) have been issued with a bill outside the timeframes prescribed in clause 4.1;
(ii) are subject to an instalment plan under Part 6;
(iii) have been granted additional time to pay a bill under Part 6;
(iv) have been placed on a shortened billing cycle under Part 6;
(v) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
(vi) the retailer has requested to be reconnected, pursuant to clause 8.1(1)(a), at the same supply address and in the same name within 7 days of requesting the business customer account to be disconnected under clauses 7.1 to 7.3;
(vii) the retailer has requested to be reconnected pursuant to clause 8.1(1)(a) that were not reconnected within the prescribed timeframe;
(viii) have lodged security deposits in relation to the business customer account; and
(ix) have had direct debit plans terminated.

(c) the actions it undertook, and the responses from the distributor to those actions, to obtain metering data where the retailer has issued a bill outside of the time frame set out in clause 4.1(b).

13.3 Customer complaints
(1) A retailer must keep a record of—
(a) the total number of complaints received from residential customers and business customers, other than complaints received under clause 13.7(1)(b); and
(b) the number of the complaints in subclause (1)(a) that relate to—
(i) billing/credit complaints;
(ii) transfer complaints;
(iii) marketing complaints (including complaints made directly to a retailer); and
(iv) other complaints.
(c) the action taken by a retailer to address a complaint;
(d) the time taken for the complaint to be concluded;
(e) the percentage of complaints from residential customers concluded within 15 business days and 20 business days; and
(f) the percentage of complaints from business customers concluded within 15 business days and 20 business days.

(2) A retailer must keep a record of the details of each complaint referred to in subclause (1).

13.4 Compensation payments
A retailer must keep a record of payments, including the total number of payments and the amount paid to the customer for each payment made under—
(a) Clause 14.1;
(b) clause 14.2; and
(c) clause 14.3.

13.5 Call Centre Performance
A retailer must keep a record of—
(a) the total number of telephone calls to a call centre of the retailer;
(b) the number of telephone calls to a call centre answered by a call centre operator within 30 seconds;
(c) the percentage of telephone calls to a call centre answered by a call centre operator within 30 seconds;
(d) the average duration (in seconds) before a call is answered by a call centre operator; and
(e) the percentage of the calls in subclause (a) that are unanswered.
13.6 Supporting information
A retailer must keep a record of the total number of—
(a) residential accounts held by contestable customers;
(b) residential accounts held by non-contestable customers;
(c) business customer accounts held by contestable customers; and
(d) business customer accounts held by non-contestable customers.

13.7 Pre-payment meters
(1) A retailer must keep a record of—
(a) the total number of pre-payment meter customers;
(b) the total number of complaints, other than those complaints specified in clause 13.13(1)(a), relating to a pre-payment meter customer;
(c) the action taken by the retailer to address a complaint;
(d) the time taken for the complaint to be concluded;
(e) the percentage of complaints from pre-payment meter customers other than those complaints specified in clause 13.13(1)(a) concluded within 15 business days and 20 business days;
(f) the total number of customers who have reverted to a standard meter within 3 months of the later of the installation of the pre-payment meter or the date that the customer agrees to enter into a pre-payment meter contract;
(g) the total number of customers who have reverted to a standard meter in the 3 month period immediately following the expiry of the period referred to in subclause (f);
(h) the total number of customers who have reverted to a standard meter;
(i) the number of instances where a pre-payment meter customer has—
   (i) been disconnected; or
   (ii) not received electricity other than being disconnected;
(j) the duration of each of those events referred to in subclause (i);
(k) the number of pre-payment meter customers who have informed the retailer in writing, by telephone or by electronic means that the pre-payment meter customer is experiencing payment difficulties or financial hardship; and
(l) the number of pre-payment meter customers who the retailer identifies have been disconnected 2 or more times in any 1 month period for longer than 120 minutes on each occasion.

(2) A retailer must keep a record of the details of each complaint referred to in subclause (1)(b).

Division 3—Record keeping obligations particular to distributors

13.8 Connections
(1) A distributor must keep a record of—
(a) the total number of connections provided; and
(b) the total number of connections not provided on or before the agreed date.

(2) A distributor must keep a record of—
(a) the total number of reconnections provided other than—
   (i) those recorded in subclause (1);
   (ii) pursuant to clause 8.1(1)(b); and
   (iii) pursuant to clause 8.1(1)(c); and
(b) the total number of reconnections in subclause (a) not provided within the prescribed timeframe.

13.9 Timely repair of faulty street lights
(1) A distributor must keep a record of—
(a) the total number of street lights reported faulty each month in the metropolitan area;
(b) the total number of street lights reported faulty each month in the regional area;
(c) the total number of street lights not repaired within 5 days in the metropolitan area;
(d) the total number of street lights not repaired within 9 days in the regional area;
(e) the total number of street lights in the metropolitan area;
(f) the total number of street lights in the regional area;
(g) the average number of days to repair faulty street lights in the metropolitan area; and
(h) the average number of days to repair faulty street lights in the regional area.

(2) For the purpose of subclause (1), the number of days taken to repair a street light is counted from the date of notification.
13.10 Customer complaints
(1) A distributor must keep a record of—
(a) the total number of complaints received (excluding quality and reliability complaints but including complaints received under Part 9);
(b) the number of the complaints in subclause (a) that relate to—
   (i) administrative process or customer service complaints; and
   (ii) other complaints;
(c) the action taken by a distributor to address a complaint (excluding quality and reliability complaints);
(d) the time taken for the appropriate procedures for dealing with the complaint (excluding quality and reliability complaints) to be concluded; and
(e) the percentage of customer complaints concluded within 15 business days and 20 business days.
(2) A distributor must keep a record of the details of each complaint referred to in subclause (1).

13.11 Compensation payments
A distributor must keep a record of the payments made under clauses 14.4 and 14.5, including the total number of payments made and the amount paid to the customer for each payment.

13.12 Call centre performance
A distributor must keep a record of—
(a) the total number of telephone calls to a call centre of the distributor;
(b) the number of telephone calls to a call centre answered by a call centre operator within 30 seconds;
(c) the percentage of telephone calls to a call centre answered by a call centre operator within 30 seconds;
(d) the average duration (in seconds) before a call is answered by a call centre operator; and
(e) the percentage of the calls in subclause (a) that are unanswered.

13.13 Pre-payment meters
(1) A distributor must keep a record of—
(a) the number of complaints relating to the installation and operation of a pre-payment meter at a customer’s supply address;
(b) the action taken by the distributor to address a complaint;
(c) the time taken for the appropriate procedures for dealing with the complaint to be concluded; and
(d) the percentage of complaints relating to the installation and operation of a pre-payment meter at a customer’s supply address concluded within 15 business days and 20 business days.
(2) A distributor must keep a record of the details of each complaint referred to in subclause (1).

13.14 Supporting information
(1) A distributor must keep a record of the total number of exit points of customers who are connected to the distributor’s network.
(2) In this clause—
   “exit point” has the same meaning as in the Electricity Industry (Customer Transfer) Code 2004.

Division 4—Reporting obligations

13.15 Preparation of an annual report by retailers
A retailer must prepare a report in respect of each reporting year setting out the information in the records in clauses—
(a) 13.2;
(b) 13.3(1)(a), 13.3(1)(b), 13.1(1)(e) and 13.3(1)(f);
(c) 13.4;
(d) 13.5;
(e) 13.6; and
(f) 13.7(1)(a), 13.7(1)(b), 13.7(1)(e), 13.7(1)(f), 13.7(1)(g), 13.7(1)(h), 13.7(1)(i), 13.7(1)(k) and 13.7(1)(l).

13.16 Preparation of an annual report by distributors
A distributor must prepare a report in respect of each reporting year setting out the information in the records in clauses—
(a) 13.8;
(b) 13.9;
13.17 Publication of reports by retailers and distributors
(1) The reports in clauses 13.15 and 13.16 are to be published not later than the following 1 October.
(2) A report is published for the purposes of subclause (1) if—
   (a) copies of it are available to the public, without cost, at places where the retailer or distributor transacts business with the public; and
   (b) a copy of it is posted on an internet website maintained by the retailer or distributor.
(3) A copy of each report must be given to the Minister and the Authority not less than 7 days before it is published.

13.18 Provision of records to the Authority
(1) A retailer and a distributor must provide the information in the records in clauses 13.15 and 13.16 to the Authority in a format acceptable to the Authority not later than the following 23 September.

PART 14—SERVICE STANDARD PAYMENTS

Division 1—Obligations particular to retailers

14.1 Facilitating customer reconnections
(1) Subject to clause 14.6, where a retailer is required to arrange a reconnection of a 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 customer $60 for each day that it is late, up to a maximum of $300.
(2) Subject to clause 14.6, 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.

14.2 Wrongful disconnections
(1) Subject to clause 14.6, if a retailer—
   (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 and 6.10) and Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), 7.7(2)(a) and 7.7(2)(c) of the Code prior to arranging for disconnection or disconnecting a customer for failure to pay a bill; or
   (b) arranges for disconnection or disconnects a customer in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,
the retailer must pay to the customer $100 for each day that the customer was wrongfully disconnected.
(2) Subject to clause 14.6, 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 Customer service
(1) Upon receipt of a written query or complaint by a customer, a retailer must—
   (a) acknowledge the query or complaint within 10 business days; and
   (b) respond to the query or complaint by addressing the matters in the query or complaint within 20 business days.
(2) Subject to clause 14.6, 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 customer $20.
(3) The retailer will only be liable to make 1 payment of $20, pursuant to subclause (2), for each written query or complaint.

Division 2—Obligations particular to distributors

14.4 Customer service
(1) Upon receipt of a written query or complaint by a 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 14.6, if a distributor fails to acknowledge or respond to a query or complaint within the time frames prescribed under subclause (1), the distributor must pay to the customer $20.
(3) The distributor will only be liable to make 1 payment of $20, pursuant to subclause (2), for each written query or complaint.
14.5 Wrongful disconnections
Subject to clause 14.6, if a distributor disconnects a customer's supply address other than as authorised by—
(a) this Code or otherwise by law; or
(b) a retailer,
then the distributor must pay to the customer $100 for each day that the customer was wrongfully disconnected.

14.6 Exceptions
(1) A retailer or distributor is not required to make a payment under clauses 14.1 to 14.5 if events or conditions outside the control of the retailer or distributor caused the retailer or distributor to be liable to make the payment.
(2) Except in the case of a payment under clauses 14.2 and 14.5, which are required to be made without application by a customer as soon as reasonably practical, a retailer or distributor is not required to make a payment under clauses 14.1 to 14.5 if the customer fails to apply to the retailer or distributor for the payment within 3 months of the non-compliance by the retailer or distributor.
(3) Under clauses 14.3 and 14.4, a retailer or distributor is not required to make more than 1 payment to each affected supply address per event of non-compliance with the performance standards.
(4) For the purposes of subclause (3), each supply address where a customer receives a bill from a retailer is a separate supply address.

14.7 Method of payment
(1) A retailer who is required to make a payment under clauses 14.1, 14.2 or 14.3 must do so—
(a) by deducting the amount of the payment from the amount due under the customer's next bill;
(b) by paying the amount directly to the customer; or
(c) as otherwise agreed between the retailer and the customer.
(2) A distributor who is required to make a payment under clauses 14.4 or 14.5 must do so—
(a) by paying the amount to the customer's retailer who will pass the amount on to the customer in accordance with subclause (1);
(b) by paying the amount directly to the customer; or
(c) as otherwise agreed between the distributor and the customer.
(3) For the avoidance of doubt, a payment made under this part does not affect any rights of a customer to claim damages or any other remedy.

14.8 Recovery of payment
(1) If a retailer or distributor who is required to make a payment to a customer under this Part fails to comply with clause 14.7 within 30 days of the date of demand for payment by the customer, or in the case of a payment required to be made under clause 14.2(1) or 14.5, within 30 days of the date of the wrongful disconnection, then the customer may recover the payment in a court of competent jurisdiction as a debt due from the retailer or distributor (as the case may be) to the customer.
(2) If a retailer is entitled under clause 14.1(2) or 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 demand for 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.

SIGNIFICANT AMENDMENTS TO THE CODE
This table sets out significant amendments that have been made to the Code by the Economic Regulation Authority (ERA) since it was first established in 2004. These amendments were made pursuant to the statutory review process set out in section 88 of the Electricity Industry Act 2004 (WA).

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<tr>
<td>Part 8—Reconnection</td>
<td>To establish a priority connection register.</td>
</tr>
<tr>
<td>Part 10—Information and Communication</td>
<td>To remove burdensome requirements that a retailer publish prescribed information in the Government Gazette or local newspapers.</td>
</tr>
<tr>
<td>Part 13—Record Keeping</td>
<td>To improve consistency with the Steering Committee on National Regulatory Reporting Requirements.</td>
</tr>
<tr>
<td>Part 14—Service Standard Payments</td>
<td>To extend service standard payments (a prescribed amount payable when a service standard has been breached) to all small use customers.</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>To correct, update and minimise explanatory notes contained in the Code, and in many cases to transfer the intent of notes to A Guide to Understanding the Code of Conduct (For the Supply of Electricity to Small Use Customers). To remove redundant, spent or duplicated provisions, remove or amend clauses considered too prescriptive by the ECCC, and to improve the level of consumer protection.</td>
</tr>
</tbody>
</table>

**2009 Review—Changes effective 1 July 2010**

| Part 1—Preliminary      | To correct errors and reflect changes since the establishment of the Code. |
| Part 2—Marketing        | To simplify the provisions dealing with definitions related to marketing. |
| Part 6—Payment Difficulties and Financial Hardship | Relating to the issue of financial hardship, including the abolition of late payment fees for financial hardship customers and the establishment of a requirement for the ERA to review the financial hardship policies of retailers and publish the findings. |
| Part 10—Information and Communication | To reduce the amount of information retailers are required to provide to business customers as distinct from residential customers. |
| Part 11—Customer Service Charter | To streamline and in some cases remove information provision requirements related to all customers (eg The ERA has removed the requirement for retailers and distributors to produce a customer service charter). |
| Part 14—Service Standard Payments | Relating to wrongful disconnection, including an increase in the daily amount of service standard payment from $50 to $100, removal of the cap on the amount of service standard payment and a requirement that the payment be made to all customers wrongfully disconnected without a requirement that the customer apply for the payment. |

**2010 Review—Changes effective 1 July 2010**

| Part 9—Pre-Payment Meters | To remove the existing barriers to operation of pre-payment meters (PPM) while addressing customer issues and ensuring consumer protection at a level commensurate with other Australian jurisdictions, including the National Energy Market. |
| Part 13—Record Keeping    | To create record keeping obligations in relation to PPMs. |