ELECTRICITY INDUSTRY ACT 2004

——

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

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REPEAL AND REPLACEMENT OF THE CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS

Pursuant to section 79 of the Electricity Industry Act 2004, the Economic Regulation Authority repeals the “Code of Conduct for the Supply of Electricity to Small Use Customers” established pursuant to section 79 of the Electricity Industry Act 2004 and replaces it with the following.

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

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

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ELECTRICITY INDUSTRY ACT 2004

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

PART 1—PRELIMINARY

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

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

1.3 Commencement
(1) The Code replaces the previous Code and comes into operation on 1 July 2010.

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 Electricity Industry Metering Code 2005.
“alternative tariff” means a tariff other than the tariff under which the customer is currently supplied electricity.
“Australian Standard” means a standard published by Standards Australia.
“Authority” means the Economic Regulation Authority established under the Economic Regulation Authority Act 2003.
“basic living needs” includes—
(a) rent or mortgage;
(b) other utilities (e.g., gas, phone and water);
(c) food and groceries;
(d) transport (including petrol and car expenses);
(e) childcare and school fees;
(f) clothing; and
(g) medical and dental expenses.
“billing cycle” means the regular recurrent period in which a customer receives a bill from a retailer.
“business customer” means a customer who is not a residential customer.
“business day” means any day except a Saturday, Sunday or public holiday in Western Australia.
“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 one 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.

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

“contestable customer” means a customer at an exit point where the amount of electricity transferred at the exit point is more than the amount prescribed under the Electricity Corporations (Prescribed Customers) Order 2007 made under the Electricity Corporations Act 2005 or under another enactment dealing with the progressive introduction of customer contestability.

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

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

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

“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.

“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—
(i) goes from place to place;
(ii) makes telephone calls; or
(iii) uses electronic means,
seeking out persons who may be prepared to enter, as customers, into contracts; and
(b) the 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 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 marketing agent” means—
(a) a person who acts on behalf of the holder of a retail licence or an integrated regional licence—
(i) for the purpose of obtaining new customers for the licensee; or
(ii) in dealings with existing customers in relation to contracts for the supply of electricity by the licensee;
(b) a person who acts—
   (i) on behalf of one or more customers; or
   (ii) as an intermediary between one or more customers and a licensee,
       in respect of the supply of electricity to the customer or customers;
(c) a person who engages in any other activity relating to the marketing of electricity that
    is prescribed for the purposes of this definition; and
(d) a representative, agent or employee of a person referred to in paragraph (a), (b) or (c).

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

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.

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

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

historical debt means an amount outstanding for the supply of electricity by a retailer to a
   customer's previous supply address or supply addresses.

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

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

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

marketing includes engaging or attempting to engage in any of the following activities by any
   means, including door to door or by telephone or other electronic means—
   (a) negotiations for, or dealings in respect of, a contract for the supply of electricity to a
       customer; or
   (b) advertising, promotion, market research or public relations in relation to the supply of
       electricity to customers.

marketing identification number means 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 Electricity Industry Metering Code 2005.

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

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.

payment difficulties means a state of immediate financial disadvantage that results in a
   residential customer being unable to pay an outstanding amount as required by a retailer
   by reason of a change in personal circumstances.
“permitted call times” are—
(a) for the purposes of telephone and personal contact other than at a customer’s premises between—
   (i) 9.00 a.m. and 8.00 p.m. Mondays to Fridays (other than public holidays); and
   (ii) 9.00 a.m. and 5.00 p.m. Saturdays;
(b) for the purposes of contact at a customer’s premises between—
   (i) 9.00 a.m. and 7.00 p.m. Mondays to Fridays (other than public holidays); and
   (ii) 9.00 a.m. and 5.00 p.m. Saturdays.
“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.
“Priority Restoration Register” means a register established under clause 8.3 that determines the order of restoration in the event of an unplanned interruption.
“regional area” means all areas in Western Australia other than the metropolitan area.
“relevant consumer representative organisation” means an organisation that may reasonably be expected to represent the interests of residential customers who are experiencing payment difficulties or financial hardship.
“reminder notice” means a notice in writing issued in accordance with clause 7.1(1)(a).
“residential customer” means a customer who consumes electricity solely for domestic use.
“retailer” means a person who holds a retail licence or integrated regional licence under Part 2 of the Act.
“standard form contract” means a contract that is approved by the 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 address 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.
“TTY” means telephone typewriter.
“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.

1.6 Application
Subject to clauses 1.10 and 2.1A, 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;
PART 2—MARKETING

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.

2.1A Except to limited extent, customer's agents not required to comply with this Part
Save for clauses 2.7 and 2.9(1), this Part does not apply to persons within sub-paragraph (b) of the definition of electricity marketing agents in clause 1.5 of this Code.

Division 2—Contracts

2.2 Entering into contracts
(1) An electricity marketing agent must, in the course of arranging a standard form contract that is entered into as a result of door to door marketing or a non-standard contract other than in accordance with subclause (2), ensure that the contract is signed by the customer.

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

(2) If a customer initiates a request to a retailer or electricity marketing agent by telephone or electronic means for a non-standard contract the non-standard 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 non-standard contract has been entered into.

(3) A standard form contract that is not entered into as a result of door to door marketing need not be signed by the customer but the date of the customer entering into the standard form contract must be recorded by the electricity marketing agent.

(4) The terms and conditions of a standard form contract that is not entered into as a result of door to door marketing must be made available to the customer on request at no charge.

(5) A contract is entered into as a result of door to door marketing if the following conditions are satisfied—

(a) negotiations leading to the formation of the contract (whether or not they are the only negotiations that precede the formation of the contract) take place between the electricity marketing agent and the customer in each other's presence in Western Australia at a place other than at the trade premises of the retailer; and

(b) the electricity marketing agent attends at that place—

(i) in the course of door to door marketing; and

(ii) otherwise than at the unsolicited invitation of the customer.

(6) For the purposes of subclause (5)(b), in determining whether an invitation is solicited or unsolicited—

(a) any solicitation by way of advertisement addressed to the public or a substantial section of the public is to be disregarded; but

(b) if an invitation arises from a communication initiated by the electricity marketing agent (other than as described in paragraph (a)) the invitation is not to be regarded as unsolicited.

Division 3—Information to be provided to customers

2.3 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) that the customer is free to choose the standard form contract offered by the retailer;

(b) the difference between a standard form contract and a non-standard contract;

(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 entered into as a result of door to door marketing or a non-standard contract 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 entered into as a result of door to door marketing or a non-standard contract 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 time of or after entering into a contract

(1) When a customer enters into a new contract 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, 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;
(b) the scope of the Code;
(c) that a retailer, distributor and electricity marketing agent must comply with the Code;
(d) how the retailer may assist if the customer is experiencing payment difficulties or financial hardship;
(e) with respect to a residential customer, the concessions that may apply to the residential customer;
(f) the distributor’s 24 hour telephone number for faults and emergencies;
(g) with respect to a residential customer, how the residential customer may access the retailer’s—
   (i) multi-lingual services (in languages reflective of the retailer’s customer base); and
   (ii) TTY services;
(h) how to make an enquiry of, or complaint to, the retailer;
(i) general information on the safe use of electricity; and
(j) the details of any right the customer may have to rescind the contract during a cooling-off period and the charges that may apply if the customer rescinds the contract.

(3) Subject to subclause (5), for a standard form contract that is not entered into as a result of door to door marketing—

(a) the information in subclause (2) must be given no later than with or on the customer’s first bill; and
(b) if requested by the customer, and if the customer has not previously been provided a written copy of the contract, a copy of the contract must be provided at no charge to the customer.

(4) Subject to subclause (5), for a standard form contract that is entered into as a result of door to door marketing or a non-standard contract—

(a) the information in subclause (2) and a copy of the contract must be given before the customer has entered into the contract;
(b) the electricity marketing agent must obtain the customer’s written acknowledgement that the information in subclause (2) has been given.

(5) Despite subclauses (3) and (4), the retailer is not obliged to provide the information in subclause (2) to a customer if—

(a) the retailer has provided the information to that customer within the preceding 12 months; or
(b) when the retailer is obliged to provide the information to the customer pursuant to subclause (3) or (4), the retailer informs the customer how the customer may obtain the information in subclause (2) and, if requested, gives the information to the customer.

2.5 Standards of Conduct

(1) An electricity marketing agent must not, when marketing, engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable.

(2) An electricity marketing agent must not exert undue pressure on a customer, nor harass or coerce a customer.

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

(4) An electricity marketing agent must ensure that all standard form contracts that are entered into as a result of door to door marketing and all non-standard contracts are in writing.

(5) 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 (other than meeting with a customer face to face) must, as soon as practicable, tell the customer—

(a) his or her first name;
(b) the name of the retailer or other party on whose behalf the contact is being made; and
(c) the purpose of the contact;
and, after having identified the purpose of the contact, if the contact is not by electronic means, ask if the customer wishes to proceed further.

(2) 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.

(3) An electricity marketing agent who meets with a customer face to face for the purposes of marketing must—
(a) as soon as practicable, tell the customer the purpose of the contact,
(b) wear a clearly visible and legible identity card that shows—
(i) his or her first name;
(ii) his or her photograph;
(iii) his or her marketing identification number; and
(iv) the name of the 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.

(4) If, when an electricity marketing agent makes contact with a customer for the purposes of marketing, the customer indicates that he or she wishes the contact to end, the electricity marketing agent must—
(a) end the contact as soon as practicable; and
(b) not attempt to contact the customer for the purposes of marketing for the next 30 days unless the customer agrees otherwise.

(5) Unless requested by the customer, an electricity marketing agent must not make contact with a customer for the purposes of marketing outside the permitted call times, unless the contact is by electronic means or the contact arises outside the customer’s premises in circumstances where the customer initiates contact with the electricity marketing agent.

(6) An electricity marketing agent must ensure that contact for the purposes of marketing does not continue for more than 15 minutes past the end of the permitted call times without the customer’s verifiable consent unless the contact is by electronic means.

(7) A 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;
(iii) if the contact was made at a place other than the customer’s premises, the details and address of the location; and
(iv) if the contact was made by electronic means, the email address or facsimile number of the customer;
(b) the name of the electricity marketing agent who made the contact; and
(c) the date and time of the contact.

(8) Clause 2.6(7) does not apply where an electricity marketing agent contacts a customer in response to a customer request or query.

2.7 Conduct when a customer does not wish to be contacted

(1) If a customer who has been contacted by an electricity marketing agent for the purposes of marketing requests not to be contacted again on behalf of the retailer, or other party, the retailer or other party must ensure that the customer is not contacted on behalf of the retailer or other party in relation to the supply of electricity for the next 2 years unless—
(a) the customer requests contact; or
(b) the customer has moved premises; or
(c) a retailer or other party has a legal obligation to contact the customer.

(2) A retailer, or other party, must keep a record of each customer who has requested not to be contacted (as described in subclause (1)) that includes the name, address and telephone number of the customer at the time the customer made that request.
(3) A retailer, or other party, must give a copy of the record to the electricity ombudsman or the Authority on request.

(4) A retailer, or other party, must provide the customer on request with written confirmation that the customer will not be contacted by or on behalf of the retailer, or other party, in relation to the supply of electricity for the next 2 years.

(5) When engaging in door to door marketing, an electricity marketing agent must, to the extent practicable, comply with a notice on or near a premises indicating that the customer does not wish to receive unsolicited mail or other marketing information.

Division 5—Miscellaneous

2.8 Collection and use of personal information
A retailer and an electricity marketing agent must comply with the National Privacy Principles as set out in the Privacy Act 1998 in relation to information collected under this Part.

2.9 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.

2.10 Presumption of authority
A person who carries out any marketing activity in the name of or for the benefit of—
(a) a retailer; or  
(b) an electricity marketing agent,
is to be taken, unless the contrary is proved, to have been employed or authorised by the retailer or electricity marketing agent to carry out that activity.

2.11 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 after the last time the person to whom the information relates was contacted by or on behalf of the electricity marketing agent.

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 in Western Australia.

(3) In this clause—
“customer” includes a customer’s nominated representative.

[Note: The Electricity Industry (Obligation to Connect) Regulations 2005 provide regulations in relation to the obligation upon a distributor to energise and connect a premises.]
PART 4—BILLING

Division 1—Billing cycles

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 three consecutive bills; and
      (B) notice as contemplated under clause 4.2; and
(b) no less than once every three months, unless the retailer has obtained a customer’s verifiable consent to issue bills less frequently.

4.2 Shortened billing cycle*

(1) For the purposes of clause 4.1(a)(ii)(0), a retailer has given a customer notice if the retailer has advised the customer, prior to placing the customer on a shortened billing cycle, that—
(a) receipt of a third reminder notice may result in the customer being placed on a shortened billing cycle;
(b) if the customer is a residential customer, assistance is available for residential customers experiencing payment difficulties or financial hardship;
(c) the customer may obtain further information from the retailer on a specified telephone number; and
(d) once on a shortened billing cycle, the customer must pay three consecutive bills by the due date to return to the customer’s previous billing cycle.

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

(3) If, after giving notice as required under clause 4.1(a)(ii)(0), a retailer decides to shorten the billing cycle in respect of a customer, the retailer must give the customer written notice of that decision within 10 business days of making that decision.

(4) A shortened billing cycle must be at least 10 business days.

(5) A retailer must return a customer, who is subject to a shortened billing cycle and has paid three consecutive bills by the due date, to the billing cycle that applied to the customer before the shortened billing cycle commenced.

(6) A retailer must inform a customer, who is subject to a shortened billing cycle, at least once every three months that, if the customer pays three consecutive bills by the due date of each bill, the customer will be returned, on request, to the billing cycle that applied to the customer before the shortened billing cycle commenced.

4.3 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 estimated bills under a bill smoothing arrangement.

(2) If a retailer provides a customer with estimated bills 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 the retailer’s initial estimate of the amount of electricity the customer will consume over the 12 month period;
(b) that the initial estimate is based on the customer’s historical billing data or, where the retailer does not have that data, average consumption at the relevant tariff calculated over the 12 month period;
(c) that in the sixth month—
   (i) the retailer re-estimates the amount of electricity the customer will consume over the 12 month period, taking into account any meter readings and relevant seasonal factors; and
   (ii) 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, the meter is read and any undercharging or overcharging is adjusted for under clause 4.14; and
(e) the retailer has obtained the customer’s explicit informed 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.
4.5 Particulars on each bill

(1) Unless the customer agrees otherwise, a retailer must include at least the following information on a customer's bill—

(a) either the range of dates of the metering supply period or the date of the current meter reading or estimate;
(b) the current meter reading or estimate if the customer has an accumulation meter installed;
(c) the total consumption, or estimated consumption;
(d) the number of days covered by the bill;
(e) the dates on which the account period begins and ends;
(f) the relevant tariffs;
(g) the amount of any other fees or charges and details of the service provided;
(h) 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;
(i) the value of any concessions provided to the residential customer (other than a rebate relating to air conditioning);
[Note: The rebate relating to air conditioning will continue to be provided to customers. However, the exact amount of the rebate will not be included on the bill, but will be provided separately to customers.]
(j) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a customer;
(k) the average daily cost of electricity consumption;
(l) the average daily consumption;
(m) a meter identification number (clearly placed on the part of the bill that is retained by the customer);
(n) the amount due;
(o) the due date;
(p) a summary of the payment methods;
(q) a statement advising the customer that assistance is available if the customer is experiencing problems paying the bill;
(r) a telephone number for billing and payment enquiries;
(s) a telephone number for complaints;
(t) the contact details for the electricity ombudsman;
(u) the distributor's 24 hour telephone number for faults and emergencies;
(v) the supply address and any relevant mailing address;
(w) the customer's name and account number;
(x) the amount of arrears or credit;
(y) if applicable and not included on a separate statement—
   (i) payments made under an instalment plan; and
   (ii) the total amount outstanding under the instalment plan;
(z) with respect to residential customers, the National Interpreter Symbol with the words "Interpreter Services";
(aa) the retailer's telephone number for TTY services; and
(bb) to the extent that the data is available, a graph or bar chart illustrating the customer's amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year.

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

(a) indicative of the customer's actual consumption; or
(b) based upon a meter reading.

(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.

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

(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
A retailer must use its best endeavours to ensure that metering data is obtained, as frequently as required to prepare its bills, and in any event at least once every twelve months 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.

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.

4.14 Overcharging or undercharging as result of change in electricity use

(1) If a retailer has undercharged a customer as a result of a change in the customer’s use of electricity at the customer’s supply address, the period for which the retailer may recover any amounts undercharged is limited to 12 months prior to the date on which the retailer notified the customer under clause 4.13.

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

Division 6—Final bill

4.15 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

4.16 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.

4.17 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 4.18 and 4.19.

(2) The retailer must inform a customer of the outcome of the review as soon as practicable, but, in any event, within 20 business days from the date of receipt of the request for review under clause 4.16.

4.18 Undercharging

(1) This clause 4.18 applies whether the undercharging became apparent through a review under clause 4.16 or otherwise.

(2) If a retailer proposes to recover an amount undercharged as a result of an act or omission by the retailer or distributor (including where a meter has been found to be defective), the retailer must—

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

(b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;

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

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

(3) In this clause—

“undercharging” includes, without limitation, failure to issue a bill.
4.19 Overcharging

(1) This clause 4.19 applies whether the overcharging became apparent through a review under clause 4.16 or otherwise.

(2) If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an act or omission of a retailer or distributor (including where a meter has been found to be defective), the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the error and, 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 $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).

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*

(1) A retailer must offer a customer at least the following payment methods—

(a) in person at one or more payment outlets located within the local Government District of the customer’s supply address;

(b) by mail;

(c) for residential customers, by Centrepay;

(d) electronically by means of BPAY or credit card; and

(e) by telephone by means of credit card.

(2) All electronic payment arrangements must comply with the Electronic Funds Transfer Code of Conduct.

5.3 Direct debit

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

(a) wherever possible, the amount to be debited; and

(b) the date and frequency of the direct debit.

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 two or more reminder notices within the previous twelve months; or

(b) the residential customer and the retailer have agreed to—

(i) a payment extension under Part 6, and the residential customer pays the bill by the agreed (new) due date; or

(ii) an instalment plan under Part 6, and the residential customer is making payments in accordance with the instalment plan; 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 a year.

(4) If a residential customer has been assessed by a retailer as being in financial hardship pursuant to clause 6.1(1), the retailer must retrospectively waive any late payment fee charged pursuant to the 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 customer gave the retailer notice.

(3) For the purposes of subclauses (1) and (2), notice is given if a customer—

(a) informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address; and

(b) gives the retailer a forwarding address to which a final bill may be sent.

(4) Notwithstanding subclauses (1) and (2), if—

(a) a retailer and a customer enter into a new contract for the supply address, a retailer must not require the previous customer to pay for electricity consumed at the customer's supply address from the date that the new contract becomes effective;

(b) another retailer becomes responsible for the supply of electricity to the supply address, the previous retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date that the other retailer becomes responsible; and

(c) the supply address is disconnected, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date that disconnection occurred.

(5) Notwithstanding subclauses (1), (2) and (4), a retailer's right to payment does not terminate with regard to any amount that was due up until the termination of the contract.

5.8 Debt collection

(1) A retailer must comply with Part 2 of the Debt collection guideline for collectors and creditors issued by the Australian Competition and Consumer Commission concerning section 60 of the Trade Practices Act 1974 of the Commonwealth.

(2) A retailer must not commence proceedings for recovery of a debt—

(a) from a residential customer who has informed the retailer in accordance with clause 6.1(1) that the residential customer is experiencing payment difficulties or financial hardship, unless and until the retailer has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and

(b) while a residential customer continues to make payments under an alternative payment arrangement under Part 6.

(3) A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of electricity to that customer's supply address.
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 of an assessment carried out under subclause (1).

(4) In this clause—

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

6.2 Temporary suspension of actions

(1) If, for the purposes of clause 6.1, a residential customer—

(a) requests a temporary suspension of actions; and

(b) demonstrates to a retailer that the residential customer has made an appointment with a relevant consumer representative organisation to assess the residential customer’s capacity to pay,

the retailer must not unreasonably deny the residential customer’s request.

(2) A temporary suspension of actions must be for at least 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.

(4) In this clause—

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

6.3 Assistance to be offered

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

(a) payment difficulties, the retailer must—
   (i) offer the residential customer the alternative payment arrangements referred to in clause 6.4(1); and
   (ii) advise the residential customer that additional assistance may be available if, due to financial hardship, the residential customer would be unable to meet its obligations under an agreed alternative payment arrangement,

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 twelve months, had two instalment plans cancelled due to non-payment, a retailer does not have to offer that residential customer another instalment plan under subclause (1)(b), unless the retailer is satisfied that the residential customer will comply with the instalment plan.

(4) For the purposes of subclause (3), cancellation does not include the revision of an instalment plan under clause 6.7.

Division 3—Assistance available to residential customers experiencing financial hardship

6.5 Definitions
In this division—
“customer” means a residential customer who has been assessed by a retailer under clause 6.1(1) as experiencing financial hardship.

Subdivision 1—Specific assistance available

6.6 Reduction of fees, charges and debt
(1) A retailer must give reasonable consideration to a request by a customer, or a relevant consumer representative organisation, for a reduction of the customer’s fees, charges or debt.
(2) In giving reasonable consideration under 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, 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 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 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 paragraph (c);

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

(d) include guidelines—

(i) that—

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

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

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

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

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

(v) on the recovery of debt.

(3) A retailer must give 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)(e), 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 paragraph (f), 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 one or more of the requirements referred in subclause (1) on behalf of the retailer.

Subdivision 3—Disconnection for emergencies

7.5 General requirements
If a distributor disconnects a customer’s supply address for emergency reasons, the distributor must—
   (a) provide, by way of a 24 hour emergency line at the cost of a local call, information on the nature of the emergency and an estimate of the time when supply will be restored; and
   (b) use its best endeavours to restore supply to the customer’s supply address as soon as possible.

Division 2—Limitations on disconnection

7.6 General limitations on disconnection
Except if disconnection—
   (a) was requested by the customer; or
   (b) occurred for emergency reasons,
   a retailer or a distributor must not arrange for disconnection or disconnect a customer’s supply address—
   (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, except in the case of a planned interruption,
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 as a life support equipment address;
   (b) give the customer’s distributor relevant information about the customer’s supply address for the purpose of updating the distributor’s records and registers; and
(c) not arrange for disconnection of that customer’s supply address for failure to pay a bill while the person continues to reside at that address and require the use of life support equipment.

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

(a) register the customer’s supply address as a life support equipment address;

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

(c) give the customer at least 3 days written notice of any planned interruptions to supply at the customer’s supply address (the 3 days to be counted from the date of receipt of the notice).

(3) When a person—

(a) who requires life support equipment, vacates the supply address; or

(b) who required life support equipment, no longer requires the life support equipment, a retailer’s and distributor’s obligation under subclauses (1) and (2) terminates.

PART 8—RECONNECTION

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 in Western Australia.

8.2 Reconnection by distributor

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

(2) For the purposes of subclause (1), a distributor must reconnect the customer’s supply address—

(a) for supply addresses located within the metropolitan area—

(i) within 1 business day of receipt of the request, if the request is received prior to 3pm on a business day; and

(ii) within 2 business days of receipt of the request, if the request is received after 3pm on a business day or on a Saturday, Sunday or public holiday in Western Australia;

(b) for supply addresses located within the regional area—

(i) within 5 business days of receipt of the request, if the request is received prior to 3pm on a business day; and

(ii) within 6 business days of receipt of the request, if the request is received after 3pm on a business day, or on a Saturday, Sunday or public holiday in Western Australia.

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

8.3 Priority Restoration Register

(1) A distributor must create and maintain a Priority Restoration Register.

(2) The Priority Restoration Register must comply with any criteria determined by the Minister.
PART 9—PRE-PAYMENT METERS

9.1 Definitions
In this Part—

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

“disconnected” means the interruption to supply and includes an interruption to supply because the pre-payment meter has no credit available.

“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.

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

“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.

9.2 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.

9.3 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.

9.4 Provision of mandatory information
(1) A retailer must advise a residential customer who requests information on the use of a pre-payment meter, at no charge and in clear, simple and concise language—

(a) of all applicable tariffs, fees and charges payable by the residential customer and the basis for the calculation of those charges;

(b) of the tariffs, fees and charges applicable to a pre-payment meter 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 <em>retailer's customer</em> base);

(m) information on the availability of TTY services;

(n) advice on how the <em>retailer</em> may assist in the event the <em>customer</em> is experiencing payment difficulties or financial hardship;

(o) advice on how to make a complaint to, or enquiry of, the <em>retailer</em>;

(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 <em>retailer</em> must ensure that the following information is shown on or directly adjacent to a <em>residential customer's pre-payment meter</em>—

(a) the positive or negative financial balance of the <em>pre-payment meter</em> within 1 dollar of the actual balance;

(b) whether the <em>pre-payment meter</em> is operating on normal credit or emergency credit;

(c) a telephone number for enquiries;

(d) the <em>distributor's</em> 24 hour telephone number for faults and emergencies; and

(e) details of the recharge facilities.

(4) A <em>retailer</em> must give a <em>pre-payment meter customer</em> 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 <em>pre-payment meter contract</em> (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 <em>pre-payment meter customer</em> at the <em>pre-payment meter customer's supply address</em>, another address nominated by the <em>pre-payment meter customer</em> or an electronic address nominated by the <em>pre-payment meter customer</em>.

9.5 Reversion

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

(a) provide the information referred to in clauses 2.3 and 2.4 to the <em>customer</em> in writing or by electronic means; and

(b) arrange with the relevant <em>distributor</em> to—

(i) remove or render non-operational the <em>pre-payment meter</em>; and

(ii) replace or switch the <em>pre-payment meter</em> to a standard meter.

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

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

(a) if the <em>customer</em> is a <em>residential pre-payment meter customer</em>, are not conditional on the <em>customer</em> paying the <em>retailer</em>'s reasonable charge; and

(b) if the <em>customer</em> is not a <em>residential pre-payment meter customer</em>, may be made conditional on the <em>customer</em> paying the <em>retailer</em>'s reasonable charge.

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

(a) for <em>supply addresses</em> located within the <em>metropolitan area</em>—

(i) within 1 business day of receipt of the request, if the request is received prior to 3pm on a business day; and

(ii) within 2 business days of receipt of the request, if the request is received after 3pm on a business day or on a Saturday, Sunday or public holiday in Western Australia;

(b) for <em>supply addresses</em> located within the <em>regional area</em>—

(i) within 5 business days of receipt of the request, if the request is received prior to 3pm on a business day; and

(ii) within 6 business days of receipt of the request, if the request is received after 3pm on a business day, or on a Saturday, Sunday or public holiday in Western Australia.

(5) A <em>retailer</em> must send a notice in writing or by electronic means, to a <em>residential pre-payment meter customer</em> 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 <em>residential customer</em>...
The 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.

9.6 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.

(2) 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.

(3) 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 in Western Australia;

(b) for supply addresses located within the regional area—

(i) within 5 business days of receipt of the request, if the request is received prior to 3pm on a business day; and
(ii) within 6 business days of receipt of the request, if the request is received after 3pm on a business day, or on a Saturday, Sunday or public holiday in Western Australia.

9.7 Requirements for pre-payment meters
(1) 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 paragraph (b)(i), at least—

(iii) if the pre-payment meter customer is in the metropolitan area, every 2 months; or
(iv) if the pre-payment meter customer is in a regional area—

(A) every 3 months; unless

(B) the regional area is also designated as a remote area, in which case, every 6 months,

(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.

(2) In this clause—

“remote area” means an area that has been declared by the Minister as such for the purpose of this Code by notice published in the Government Gazette.

9.8 Recharge Facilities
A retailer must ensure that—

(a) at least one recharge facility is located—

(i) within the remote community; or
(ii) within or adjacent to the town reserve of a pre-payment meter customer,
(b) a pre-payment meter customer—
   (i) other than a customer within an ARCPSP community can access a recharge facility between the hours of 9:00am to 5:00pm, Monday to Friday; and
   (ii) within an ARCPSP community can access a recharge facility at least 3 hours per day, 5 days per week within the hours determined by the Aboriginal Corporation or relevant entity responsible for the community store facility; and
   (c) the minimum amount to be credited by a recharge facility does not exceed 10 dollars per increment.

9.9 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.

9.10 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 at the customer's supply address.

(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.

9.11 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 payment plan in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the retailer) and covering a period at least equal to the period over which the recoverable undercharging occurred.
(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).

9.12 Debt recovery

(1) 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 a maximum of $20 of any amount owing, at a rate of no
   more than $2 per day, unless otherwise authorised by an applicable law.

9.13 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 three or more times in any three-month period for longer than 240 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
      referral to relevant consumer representative organisations; and/or
   (f) 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.

9.14 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 24
   months on and from the amendment date. For the avoidance of doubt, at the expiry of the 24 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—
   (a) during the period commencing on the amendment date and ending on 31 December 2010
       (inclusive); and
   (b) in a remote or town reserve community in which the Aboriginal and Remote Communities
       Power Supply Project or Town Reserve Regularisation Program is being implemented,

   will be deemed to comply with clauses 9.7(1)(a) and 9.12 for a period of 24 months on and from the
   amendment date. For the avoidance of doubt, at the expiry of the 24 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.

(4) In this clause—
   “amendment date” means 1 July 2010.

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.
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 two 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.

Division 2—Obligations particular to distributors

10.6 General information
A distributor must give a customer on request, at no charge, the following information—
   (a) information on the distributor’s requirements in relation to the customer’s proposed new electrical installation, or changes to the customer’s existing electrical installation, including advice about supply extensions;
   (b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
   (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 two 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).

Division 3—Obligations particular to retailers and distributors

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 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 refer the complaint to the appropriate entity and inform the customer of the referral.

PART 13—RECORD KEEPING

Division 1—General

13.1 Records to be kept
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.

Division 2—Obligations particular to retailers

13.2 Affordability and access
(1) A retailer must keep a record of—
   (a) the total number of, and percentage of, its residential customers who—
      (i) are subject to an instalment plan;
      (ii) have been granted additional time to pay their bill under Part 6;
      (iii) have been placed on a shortened billing cycle;
      (iv) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
      (v) have been disconnected who were previously the subject of an instalment plan;
      (vi) have been disconnected at the same supply address within the past 24 months;
      (vii) have been disconnected while receiving a concession;
(viii) the retailer requested to be reconnected, other than pursuant to clause 8.1(1)(b) or clause 8.1(1)(c), who were not reconnected within the prescribed timeframe;
(ix) have been reconnected at the same supply address in the same name within 7 days of having been disconnected;
(x) have been reconnected in the same name who were previously the subject of an instalment plan;
(xi) have been reconnected in the same name and at the same supply address within the past 24 months;
(xii) have been reconnected and who, immediately prior to disconnection, were receiving a concession;
(xiii) have lodged security deposits; and
(xiv) have had direct debit plans terminated.
(b) the total number of, and percentage of, its non-residential customers who—
(i) are subject to an instalment plan;
(ii) have been granted additional time to pay their bill under Part 6;
(iii) have been placed on a shortened billing cycle;
(iv) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
(v) the retailer requested to be reconnected, other than pursuant to clause 8.1(1)(b) or clause 8.1(1)(c), who were not reconnected within the prescribed timeframe;
(vi) have been reconnected at the same supply address in the same name within 7 days of having been disconnected;
(vii) have lodged security deposits; and
(viii) have had direct debit plans terminated.
(2) In this clause—
“direct debit plans terminated” means a direct debit plan terminated as a result of a default or non payment in two or more successive payment periods.
“instalment plan” means an arrangement between a retailer and a customer for the customer to pay 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.
“within the prescribed timeframe” means any applicable regulated time limit for reconnections.

13.3 Customer complaints

(1) A retailer must keep a record of—
(a) the total number of complaints received from residential customers and non-residential customers; and
(b) the percentage of total complaints from residential customers and non-residential customers that relate to—
(i) billing/credit complaints;
(ii) transfer complaints;
(iii) marketing complaints (including complaints made directly to a retailer); and
(iv) other complaints.
[Note: clause 13.7 also provides for the recording of pre-payment meter complaints.]
(c) the action taken by a retailer to address a complaint;
(d) the time taken for the appropriate procedures for dealing with 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 non-residential customers concluded within 15 business days and 20 business days.
(2) In this clause—
“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.
“marketing complaints” includes advertising campaigns, contract terms, sales techniques and misleading conduct.
“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).
“other complaints” includes poor service, privacy consideration, failure to respond to complaints, and health and safety issues.
13.4 Compensation payments
A retailer must keep a record of the total number of payments and data on the average amount of payments 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, and percentage of, telephone calls to a call centre responded to within 30 seconds;
(c) the average duration (in seconds) before a call is answered by a call centre; and
(d) the percentage of calls that are unanswered.

13.6 Supporting information
(1) 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 accounts held by contestable customers; and
(d) business accounts held by non-contestable customers.
(2) In this clause—
“business account” means an account for which a customer is eligible to receive a tariff other than a tariff for the supply of electricity for residential purposes.

13.7 Pre-payment meters
(1) A retailer must keep a record of—
(a) the total number of pre-payment meter customers;
(b) the total number of complaints, other than those complaints specified in clause 13.13(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 appropriate procedures for dealing with the complaint to be concluded;
(e) the percentage of complaints from pre-payment meter customers other than those complaints specified in clause 13.13(a) concluded within 15 business days and 20 business days;
(f) the total number of customers reverting 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 reverting to a standard meter in the three month period immediately following the expiry of the period referred to in paragraph (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 paragraph (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 three or more times in any three-month period for longer than 240 minutes on each occasion.
(2) In this clause—
“disconnected” has the meaning referred to in clause 9.1.

Division 3—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 paragraph (a) not provided within the prescribed timeframe.

(3) In this clause—

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

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

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; and
(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); and
(b) the total number of—

(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 copy of each complaint referred to in subclause (1).

(3) In this clause—


13.11 Compensation payments

A distributor must keep a record of the total number of payments made under clause 14.4.

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, and percentage of, telephone calls to a call centre responded to within 30 seconds;
(c) the average duration (in seconds) before a call is answered by a call centre; and
(d) the percentage of calls that are unanswered.

13.13 Pre-payment meters

A distributor must keep a record of—

(a) the number of complaints relating to the installation and operation of a pre-payment meter at a pre-payment meter customer’s supply address;
(b) the action taken by the distributor to address a complaint;
(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.

13.14 Supporting information

A distributor must keep a record of the total number of customers who are connected to the distributor’s network.
13.15 Provision of records to Authority

(1) A retailer and a distributor must—
   (a) prepare a report setting out the information in the records required to be kept by Part 13, in respect of each year ending on 30 June; and
   (b) publish that report not later than the following 1 October.

(2) A report is published for the purposes of subclause (1) if—
   (a) copies of it are available to the public, without cost, at places where the retailer or distributor transacts business with the public; and
   (b) a copy of it is posted on an internet website maintained by the retailer or distributor.

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

14.1 Facilitating customer reconnections

(1) Subject to clause 14.5, 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 14.5, 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 14.5, if a retailer fails to follow any of the required procedures prescribed under Part 6 (if applicable) and Part 7 of the Code prior to disconnecting a customer 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 14.5, 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 14.5, 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 one payment of $20, pursuant to subclause (2), for each written query or complaint.

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 14.5, 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 one payment of $20, pursuant to subclause (2), for each written query or complaint.

14.5 Exceptions

(1) A retailer or distributor is not required to make a payment under clauses 14.1 to 14.4 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 clause 14.2, which is required to be made without application by a customer as soon as reasonably practicable, a retailer or distributor is not required to make a payment under clauses 14.1 to 14.4 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 one 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.

14.6 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 clause 14.4 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.

14.7 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 14.6 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), 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.