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ELECTRICITY INDUSTRY ACT 2004

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

ELECTRICITY INDUSTRY ACT 2004**CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY
TO SMALL USE CUSTOMERS 2012**

The Economic Regulation Authority—

- (a) repeals the “Code of Conduct for the Supply of Electricity to Small Use Customers” gazetted 22 June 2010 (No. 111), which repeal is to take effect on 1 January 2013;
- (b) approves the “Code of Conduct for the Supply of Electricity to Small Use Customers 2012” as set out below; and
- (c) prescribes 1 January 2013 as the date on which the “Code of Conduct for the Supply of Electricity to Small Use Customers 2012” comes into operation,

pursuant to section 79 of the *Electricity Industry Act 2004*.

LYNDON G. ROWE, Chairman.
Economic Regulation Authority.

ELECTRICITY INDUSTRY ACT 2004**CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY
TO SMALL USE CUSTOMERS 2012**

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SIGNIFICANT AMENDMENTS TO THE CODE

ELECTRICITY INDUSTRY ACT 2004

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

PART 1—PRELIMINARY

1.1 Title

The *Code* may be cited as the *Code of Conduct for the Supply of Electricity to Small Use Customers 2012*.

1.2 Authority

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

1.3 Commencement

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

1.4 Interpretation

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

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

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

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

(5) Other parts of speech and grammatical forms of a word or phrase defined in the *Code* have a corresponding meaning.

(6) A reference to an *electricity marketing agent* arranging a *contract* is to be read as a reference to an *electricity marketing agent* entering into the *contract* on the *retailer's* or *customer's* behalf, or arranging the *contract* on behalf of another person (whichever is relevant).

1.5 Definitions

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

“**accumulation meter**” has the same meaning as in clause 1.3 of the *Metering Code*.

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

“**adjustment**” means the difference in the amount charged—

(a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or

(b) under a bill smoothing arrangement based on an estimate carried out in accordance with clause 4.3(2)(a)-(b),

and the amount to be charged as a result of the bill being determined in accordance with clause 4.6(1)(a) provided that the difference is not as a result of an defect, error or default for which the *retailer* or *distributor* is responsible or contributed to.

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

“**amendment date**” means 1 July 2010.

“**attach**” has the same meaning as in the *Obligation to Connect Regulations*.

“**Australian Consumer Law (WA)**” means schedule 2 to the *Competition and Consumer Act 2010* (Cth) as modified by section 36 of the *Fair Trading Act 2010* (WA).

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

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

“**basic living needs**” includes—

(a) rent or mortgage;

(b) other utilities (e.g., gas, phone and water);

(c) food and groceries;

(d) transport (including petrol and car expenses);

- (e) childcare and school fees;
- (f) clothing; and
- (g) medical and dental expenses.

“**billing/credit complaints**” includes billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, **disconnection** and **reconnection**, and restriction due to billing discrepancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) an *electricity marketing agent* goes from place to place seeking out persons who may be prepared to enter, as *customers*, into *contracts*; and
- (b) the *electricity marketing agent* or some other *electricity marketing agent* then or subsequently enters into negotiations with those prospective *customers* with a view to arranging *contracts* on behalf of, or for the benefit of, a *retailer* or party other than the *customer*.

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

“Electricity Industry Code” means the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.

“electricity marketing agent” means—

- (a) a person who acts on behalf of the holder of a retail licence or an integrated regional licence—
 - (i) for the purpose of obtaining new *customers* for the licensee; or
 - (ii) in dealings with existing *customers* in relation to *contracts* for the supply of electricity by the licensee;
- (b) a person who engages in any other activity relating to the *marketing* of electricity that is prescribed for the purposes of this definition;
- (c) a representative, agent or employee of a person referred to in subclause (a) or (b); or
- (d) not a person who is a customer representative.

“electricity ombudsman” means the ombudsman appointed under the scheme initially approved by the Minister or by the *Authority* for any amendments under section 92 of the *Act*.

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

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

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

“energise” has the same meaning as in the *Obligation to Connect Regulations*.

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

“export” means the amount of electricity exported into the *distributor’s* network as recorded by the *meter*.

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

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

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

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

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

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

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

“marketing complaints” includes advertising campaigns, *contract* terms, sales techniques and misleading conduct.

“marketing identification number” means a unique number assigned by a *retailer* or other party to each *electricity marketing agent* acting on its behalf.

“meter” has the meaning given to that term in the *Metering Code*.

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

“Metering Code” means the *Electricity Industry Metering Code 2005* as amended or replaced.

“**metrology procedure**” has the same meaning as in the *Metering Code*.

“**metropolitan area**” means—

- (a) the region described in Schedule 3 of the *Planning and Development Act 2005*;
- (b) the local government district of Mandurah;
- (c) the local government district of Murray; and
- (d) the townsites, as constituted under section 26 of the *Land Administration Act 1997*, of—
 - (i) Albany;
 - (ii) Bunbury;
 - (iii) Geraldton;
 - (iv) Kalgoorlie;
 - (v) Karratha;
 - (vi) Port Hedland; and
 - (vii) South Hedland.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**residential pre-payment meter customer**” means a *customer* who has a *pre-payment meter* operating at the *customer’s supply address* and who consumes electricity solely for domestic use.

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

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

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

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

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

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

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

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

“**TTY**” means a teletypewriter.

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

“**undercharging**” includes, without limitation—

- (a) the failure to issue a bill in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or
- (b) the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the *retailer* or *distributor* is responsible or contributed to, but does not include an *adjustment*.

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

“**verifiable consent**” means consent that is given—

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

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

1.6 Application

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

- (a) *customers*;
- (b) *retailers*;
- (c) *distributors*; and
- (d) *electricity marketing agents*,

in accordance with Part 6 of the *Act*.

1.7 Purpose

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

1.8 Objectives

The objectives of the *Code* are to—

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

1.9 Amendment and Review

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

1.10 Variation from the Code

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

- (a) 4.1;
- (b) 4.2;

- (c) 5.1;
- (d) 5.2;
- (e) 5.4;
- (f) 5.7; and
- (g) 8.1.

PART 2—MARKETING

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

Division 1—Obligations particular to retailers

2.1 Retailers to ensure electricity marketing agents comply with this Part

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

Division 2—Contracts

2.2 Entering into contracts

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

[Note: Under the *Electronic Transactions Act 2011*, any documents or signatures that must be provided under the *Code* may also be provided electronically (subject to the terms and conditions set out in the *Electronic Transactions Act 2011*).]

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

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

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

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

Division 3—Information to be provided to customers

2.3 Information to be given before entering into a contract

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

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

(2) For a *standard form contract* that is not an *unsolicited consumer agreement* or for a *non-standard contract* entered into in accordance with clause 2.2(2) above, the *electricity marketing agent* must obtain and make a record of the *customer's verifiable consent* that the information in subclause (1) has been given.

(3) For a *standard form contract* that is an *unsolicited consumer agreement* or a *non-standard contract* entered into other than in accordance with clause 2.2(2) above, the *electricity marketing agent* must obtain the *customer's* written acknowledgement that the information in subclause (1) has been given.

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

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

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

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

- (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) for *contracts* that are not *unsolicited consumer agreements*, 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 (4), the information in subclause (2) must be given—
- (a) for a *standard form contract*, no later than with or on the *customer's* first bill; and
 - (b) for a *non-standard form contract* or a *standard form contract* that is an *unsolicited consumer agreement*, before the *customer* has entered into the *contract* and the *electricity marketing agent* must obtain the *customer's* written acknowledgement that the information in subclause (2) has been given 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) Despite subclause (3), 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), the *retailer* informs the *customer* how the *customer* may obtain the information in subclause (2) and, if requested, gives the information to the *customer*.

Division 4—Marketing Conduct

2.5 Standards of Conduct

- (1) An *electricity marketing agent* must ensure that the inclusion of *concessions* is made clear to *residential customers* and any prices that exclude *concessions* are disclosed.
- (2) An *electricity marketing agent* must ensure that *non-standard contracts* that are not *unsolicited consumer agreements* are in writing.
- (3) A *retailer* or other party must ensure that a *customer* is able to *contact* the *retailer* or other party on the *retailer's* or other party's *telephone* number during the normal business hours of the *retailer* or other party for the purposes of enquiries, verifications and *complaints*.

2.6 Contact for the purposes of marketing

- (1) An *electricity marketing agent* who makes *contact* with a *customer* for the purposes of *marketing* must, on request by the *customer*—
 - (a) provide the *customer* with the *complaints telephone* number of the *retailer* or other party on whose behalf the *contact* is being made; and
 - (b) provide the *customer* with the *electricity marketing agent's marketing identification number*.
- (2) An *electricity marketing agent* who meets with a *customer* face to face for the purposes of *marketing* must—
 - (a) when negotiating a *contract* that is not an *unsolicited consumer agreement*, as soon as practicable, tell the *customer* the purpose of the *contact*,
 - (b) wear a clearly visible and legible identity card that shows—
 - (i) his or her first name;
 - (ii) his or her photograph;
 - (iii) his or her *marketing identification number*; and
 - (iv) the name of the *retailer* or other party on whose behalf the *contact* is being made; and
 - (c) as soon as practicable, provide the *customer*, in writing—
 - (i) his or her first name;
 - (ii) his or her *marketing identification number*;
 - (iii) the name of the *retailer* or other party on whose behalf the *contact* is being made;
 - (iv) the *complaints telephone* number of the *retailer* or other party on whose behalf the *contact* is being made; and

- (v) the business address and Australian Business or Company Number of the *retailer* or other party on whose behalf the *contact* is being made.
- (3) A *retailer* or other party must keep the following records each time it initiates *contact* with a *customer* for the purposes of *marketing*—
- (a) the name of the *customer* and—
 - (i) if the *contact* was made by *telephone*, the *telephone* number;
 - (ii) if the *contact* was made at the *customer's premises*, the address of the *premises*; and
 - (iii) if the *contact* was made at a place other than the *customer's premises*, the details and address of the location.
 - (b) the name of the *electricity marketing agent* who made the *contact*; and
 - (c) the date and time of the *contact*.
- (4) Clause 2.6(3) does not apply where an *electricity marketing agent* *contacts* a *customer* in response to a *customer* request or query.

Division 5—Miscellaneous

2.7 Compliance

- (1) An *electricity marketing agent* who contravenes a provision of this Part commits an offence.

Penalty—

- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20 000.

- (2) If an *electricity marketing agent* of a *retailer* contravenes a provision of this Part, the *retailer* commits an offence.

Penalty—

- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20 000.

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

2.8 Presumption of authority

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

- (a) a *retailer*; or
- (b) an *electricity marketing agent*,

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

2.9 Electricity marketing agent complaints

- (1) An *electricity marketing agent* must—

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

- (2) A record or other information that an *electricity marketing agent* is required by this *Code* to keep must be kept for at least 2 years—

- (a) after the last time the person to whom the information relates was *contacted* by or on behalf of the *electricity marketing agent*; or
- (b) after receipt of the last *contact* from or on behalf of the *electricity marketing agent*, whichever is later.

PART 3—CONNECTION

3.1 Obligation to forward connection application

- (1) If a *retailer* agrees to sell electricity to a *customer* or arrange for the *connection* of the *customer's supply address*, the *retailer* must forward the *customer's* request for *connection* to the relevant *distributor* for the purpose of arranging for the *connection* of the *customer's supply address* (if the *customer's supply address* is not already *connected*).

- (2) Unless the *customer* agrees otherwise, a *retailer* must forward the *customer's* request for *connection* to the relevant *distributor*—

- (a) that same day, if the request is received before 3pm on a *business day*; or
- (b) the next *business day*, if the request is received after 3pm or on a Saturday, Sunday or *public holiday*.

(3) In this clause—

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

[Note: The *Obligation to Connect Regulations* 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 3 consecutive bills; and
 - (B) notice as contemplated under clause 4.2; and
- (b) no less than once every 3 months, unless the *retailer*—
 - (i) has obtained a *customer’s verifiable consent* to issue bills less frequently;
 - (ii) has not received the required metering data from the *distributor* for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the *distributor*; or
 - (iii) is unable to comply with this timeframe due to the actions of the *customer* where the *customer* is supplied under a deemed contract pursuant to regulation 37 of the *Electricity Industry (Customer Contracts) Regulations 2005* and the bill is the first bill issued to that *customer* at that *supply address*.

4.2 Shortened billing cycle*

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

- (a) receipt of a third *reminder notice* may result in the *customer* being placed on a shortened *billing cycle*;
- (b) if the *customer* is a *residential customer*, assistance is available for *residential customers* experiencing *payment difficulties* or *financial hardship*;
- (c) the *customer* may obtain further information from the *retailer* on a specified *telephone* number; and
- (d) once on a shortened *billing cycle*, the *customer* must pay 3 consecutive bills by the due date to return to the *customer’s* previous *billing cycle*.

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

- (a) the *residential customer* informs the *retailer* that the residential customer is experiencing *payment difficulties* or *financial hardship*; and
- (b) the assessment carried out by the *retailer* under clause 6.1 indicates to the *retailer* that the *customer* is experiencing *payment difficulties* or *financial hardship*.

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

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

(5) A *retailer* must return a *customer*, who is subject to a shortened *billing cycle* and has paid 3 consecutive bills by the due date, on request, to the *billing cycle* that applied to the *customer* before the shortened *billing cycle* commenced.

(6) A *retailer* must inform a *customer*, who is subject to a shortened *billing cycle*, at least once every 3 months that, if the *customer* pays 3 consecutive bills by the due date of each bill, the *customer* will be returned, on request, to the *billing cycle* that applied to the *customer* before the shortened *billing cycle* commenced.

4.3 Bill smoothing

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

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

- (a) the amount payable under each bill is initially the same and is set out on the basis of—
 - (i) the *retailer’s* initial estimate of the amount of electricity the *customer* will consume over the 12 month period;
 - (ii) the relevant supply charge for the *consumption* and any other charges related to the supply of electricity agreed with the *customer*;
 - (iii) any *adjustment* from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and
 - (iv) any other relevant information provided by the *customer*.

- (b) that the initial estimate is based on the **customer's** historical billing data or, where the **retailer** does not have that data, the likely average **consumption** at the relevant tariff calculated over the 12 month period as estimated by the **retailer**;
- (c) that on or before the seventh month—
 - (i) the **retailer** re-estimates the amount under subclause (2)(a)(i), taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**; and
 - (ii) unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and
- (d) that, at the end of the 12 month period, or any other time agreed between the **retailer** and the **customer** and at the end of the bill smoothing arrangement, the **meter** is read and any **adjustment** is included on the next bill in accordance with clause 4.19; and
- (e) the **retailer** has obtained the **customer's verifiable consent** to the **retailer** billing on that basis.

4.4 How bills are issued

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

Division 2—Contents of a Bill

4.5 Particulars on each bill

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

- (a) either the range of dates of the metering supply period or the date of the current **meter** reading or estimate;
- (b) if the **customer** has a **Type 7** connection point, the procedures referred to in clause 4.6(1)(c);
- (c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**)—
 - (i) the current **meter** reading or estimate; and
 - (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;
- (d) if the **customer** has not entered into an **export** purchase agreement with a **retailer**—
 - (i) the **customer's consumption**, or estimated **consumption**; and
 - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** or estimated **consumption** for the total of each **time band** in the **time of use tariff**;
- (e) if the **customer** has entered into an **export** purchase agreement with a **retailer**—
 - (i) the **customer's consumption** and **export**;
 - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** and **export** for the total of each **time band** in the **time of use tariff**; and
 - (iii) if the **customer** has an **accumulation meter** installed and the **export meter** reading has been obtained by the **retailer**, the **export meter** reading;
- (f) the number of days covered by the bill;
- (g) the dates on which the account period begins and ends;
- (h) the relevant tariffs;
- (i) the amount of any other fees or charges and details of the service provided;
- (j) with respect to a **residential customer**, a statement that the **residential customer** may be eligible to receive **concessions** and how the **residential customer** may find out its eligibility for those **concessions**;
- (k) the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;
- (l) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a **customer**;
- (m) the average daily cost of electricity **consumption**;
- (n) the average daily **consumption**;
- (o) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
- (p) the amount due;
- (q) the due date;
- (r) a summary of the payment methods;
- (s) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
- (t) a **telephone** number for billing and payment enquiries;
- (u) a **telephone** number for **complaints**;
- (v) the **contact** details for the **electricity ombudsman**;

- (w) the *distributor's* 24 hour *telephone* number for faults and *emergencies*;
 - (x) the *supply address* and any relevant mailing address;
 - (y) the *customer's* name and account number;
 - (z) the amount of arrears or credit;
 - (aa) if applicable and not included on a separate statement—
 - (i) payments made under an *instalment plan*; and
 - (ii) the total amount outstanding under the *instalment plan*;
 - (bb) with respect to *residential customers*, the *National Interpreter Symbol* with the words “Interpreter Services”;
 - (cc) the *retailer's telephone* number for *TTY* services; and
 - (dd) to the extent that the data is available, a graph or bar chart illustrating the *customer's* amount due or *consumption* for the period covered by the bill, the previous bill and the bill for the same period last year.
- (2) Notwithstanding subclause (1)(dd), a *retailer* is not obliged to include a graph or bar chart on the bill if the bill is not—
- (a) indicative of the *customer's* actual *consumption*; or
 - (b) based upon a *meter* reading.
- (3) If a *retailer* identifies a *historical debt* and wishes to bill the *customer* for that *historical debt*, the *retailer* must advise the *customer* of—
- (a) the amount of the *historical debt*; and
 - (b) the basis of the *historical debt*,
- before, with, or on the *customer's* next bill.

Division 3—Basis of Bill

4.6 Basis of bill

- (1) Subject to clause 4.8, a *retailer* must base a *customer's* bill on—
- (a) the distributor's or metering agent's reading of the meter at the customer's supply address;
 - (b) the customer's reading of the meter at the customer's supply address, provided the customer agreed with the retailer that the customer will read the meter for the purpose of determining the amount due; or
 - (c) where the connection point is a **Type 7** connection point, the procedure as set out in the metrology procedure or Metering Code.
- (2) Prior to a *customer* reading a *meter* under subclause (1)(b), the *retailer* must give the *customer* information that explains in clear, simple and concise language how to read a *meter* correctly.

4.7 Frequency of meter readings

- (1) Other than in respect of a **Type 7** connection point, a *retailer* must use its best endeavours to ensure that metering data is obtained, as frequently as required to prepare its bills.
- (2) A *retailer* must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(1)(a).

4.8 Estimations

- (1) If a *retailer* is unable to reasonably base a bill on a reading of the *meter* at a *customer's supply address*, the *retailer* must give the *customer* an estimated bill.
- (2) If a *retailer* bases a bill upon an estimation, the *retailer* must specify in a visible and legible manner on the *customer's* bill that—
- (a) the *retailer* has based the bill upon an estimation;
 - (b) the *retailer* will tell the *customer* on request—
 - (i) the basis of the estimation; and
 - (ii) the reason for the estimation; and
 - (c) the *customer* may request—
 - (i) a verification of a *meter* reading; and
 - (ii) a *meter* reading.
- (3) A *retailer* must tell a *customer* on request the—
- (a) basis for the estimation; and
 - (b) reason for the estimation.

4.9 Adjustments to subsequent bills

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

4.10 Customer may request meter reading

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

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

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

Division 4—Meter testing

4.11 Customer requests testing of meters or metering data

(1) If a **customer**—

- (a) requests the **meter** to be tested; and
- (b) pays the **retailer's** reasonable charge for testing the **meter** (if any),

the **retailer** must request the **distributor** or **metering agent** to test the **meter**.

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

Division 5—Alternative Tariffs

4.12 Customer applications

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

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

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

(2) For the purposes of subclause (1), the effective date of change will be—

- (a) the date on which the last **meter** reading at the previous tariff is obtained; or
- (b) the date the **meter** adjustment is completed, if the change requires an adjustment to the **meter** at the **customer's supply address**.

4.13 Written notification of a change to an alternative tariff

If—

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

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

Division 6—Final bill

4.14 Request for final bill

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

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

Division 7—Review of bill

4.15 Review of bill

Subject to a **customer**—

- (a) paying—
 - (i) that portion of the bill under review that the **customer** and a **retailer** agree is not in dispute; or
 - (ii) an amount equal to the average amount of the **customer's** bills over the previous 12 months (excluding the bill in dispute), whichever is less; and
 - (b) paying any future bills that are properly due,
- a **retailer** must review the **customer's** bill on request by the **customer**.

4.16 Procedures following a review of a bill

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

- (a) correct, the **retailer**—
 - (i) may require a **customer** to pay the unpaid amount;

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

or

- (b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.
- (2) The **retailer** must inform a **customer** of the outcome of the review as soon as practicable.
- (3) If the **retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the **date of receipt** of the request for review under clause 4.15, the **retailer** must provide the **customer** with notification of the status of the review as soon as practicable.

Division 8—Undercharging, overcharging and adjustment

4.17 Undercharging

- (1) This clause 4.17 applies whether the **undercharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **retailer** proposes to recover an amount **undercharged** as a result of an error, defect or default for which the **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must—
 - (a) subject to subclause (b), limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** that **undercharging** had occurred;
 - (b) other than in the event that the information provided by the **customer** is incorrect, where a **retailer** has changed a **customer** to an **alternative tariff** in the circumstances set out in clause 4.13 and, as a result of that change, the **retailer** has **undercharged a customer**, limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** under clause 4.13.
 - (c) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
 - (d) not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
 - (e) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.

4.18 Overcharging

- (1) This clause 4.18 applies whether the **overcharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been **overcharged** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, defect or default and, subject to subclause (6), ask the **customer** for instructions as to whether the amount should be—
 - (a) credited to the **customer's** account; or
 - (b) repaid to the **customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) Where the amount referred to in subclause (2) is less than \$75 the **retailer** may, notwithstanding clause 4.18(2), notify the **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and—
 - (a) ask the **customer** for instructions pursuant to subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **customer's** account (in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's** account).

4.19 Adjustments

- (1) If a **retailer** proposes to recover an amount of an **adjustment** which does not arise due to any act or omission of the **customer**, the **retailer** must—
 - (a) limit the amount to be recovered to no more than the amount of the **adjustment** for the 12 months prior to the date on which the **meter** was read on the basis of the **retailer's** estimate of the amount of the **adjustment** for the 12 month period taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**;
 - (b) list the amount of the **adjustment** as a separate item in a special bill or in the next bill, together with an explanation of that amount;

- (c) not require the *customer* to pay a late payment fee; and
 - (d) in relation to a *residential customer*, offer the *customer* time to pay that amount by means of an *instalment plan* in accordance with clause 6.4(2) and covering a period at least equal to the period to which the *adjustment* related.
- (2) If the *meter* is read pursuant to either clause 4.6 or clause 4.3(2)(d) and the amount of the *adjustment* is an amount owing to the *customer*, the *retailer* must use its best endeavours to inform the *customer* accordingly within 10 *business days* of the *retailer* becoming aware of the *adjustment* and, subject to subclause (5), ask the *customer* for instructions as to whether the amount should be—
- (a) credited to the *customer's* account;
 - (b) repaid to the *customer*; or
 - (c) included as a part of the new bill smoothing arrangement where the *adjustment* arises under clause 4.3(2)(a)-(b),
- (3) If a *retailer* received instructions under subclause (2), the *retailer* must pay the amount in accordance with the *customer's* instructions within 12 *business days* of receiving the instructions.
- (4) If a *retailer* does not receive instructions under subclause (2), within 20 *business days* of making the request, the *retailer* must use reasonable endeavours to credit the amount of the *adjustment* to the *customer's* account.
- (5) Where the amount referred to in subclause (2) is less than \$75 the *retailer* may, notwithstanding clause (2), notify the *customer* of the *adjustment* by no later than the next bill after the *meter* is read; and
- (a) ask the *customer* for instructions pursuant to subclause (2), (in which case subclauses (3) and (4) apply as if the *retailer* sought instructions under subclause (2)); or
 - (b) credit the amount to the *customer's* account (in which case subclause (3) applies as if the *customer* instructed the *retailer* to credit the *customer's* account).
- (6) No interest shall accrue to an *adjustment* amount under subclause (1) or (2).

PART 5—PAYMENT

5.1 Due dates for payment*

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

5.2 Minimum payment methods*

A *retailer* must offer a *customer* at least the following payment methods—

- (a) in person at 1 or more payment outlets located within the Local Government District of the *customer's supply address*;
- (b) by mail;
- (c) for *residential customers*, by Centrepay;
- (d) electronically by means of BPay or credit card; and
- (e) by *telephone* by means of credit card.

5.3 Direct debit

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

- (a) wherever possible, the amount to be debited; and
- (b) the date and frequency of the direct debit.

5.4 Payment in advance*

- (1) A *retailer* must accept payment in advance from a *customer* on request.
- (2) Acceptance of an advance payment by a *retailer* will not require the *retailer* to credit any interest to the amounts paid in advance.
- (3) Subject to clause 6.9, for the purposes of subclause (1), \$20 is the minimum amount for which the *retailer* will accept advance payments.

5.5 Absence or illness

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

5.6 Late payments

- (1) A *retailer* must not charge a *residential customer* a late payment fee if—
 - (a) the *residential customer* receives a *concession*, provided the *residential customer* did not receive 2 or more *reminder notices* within the previous 12 months; or

- (b) the **residential customer** and the **retailer** have agreed to—
 - (i) a payment extension under Part 6, and the **residential customer** pays the bill by the agreed (new) due date; or
 - (ii) an **instalment plan** under Part 6, and the **residential customer** is making payments in accordance with the **instalment plan**; or
 - (c) the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman** and the **complaint** remains unresolved or is upheld. If the **complaint** is resolved in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or
 - (d) the **residential customer** is assessed by the **retailer** under clause 6.1(1) as being in **financial hardship**.
- (2) If a **retailer** has charged a **residential customer** a late payment fee, the **retailer** must not charge an additional late payment fee in relation to the same bill within 5 **business days** from the **date of receipt** of the previous late payment fee notice.
- (3) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill and 12 late payment fees in 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 50 of the **Australian Consumer Law (WA)**.
- (2) A **retailer** must not commence proceedings for recovery of a debt—
- (a) from a **residential customer** who has informed the **retailer** in accordance with clause 6.1(1) that the **residential customer** is experiencing **payment difficulties** or **financial hardship**, unless and until the **retailer** has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and
 - (b) while a **residential customer** continues to make payments under an alternative payment arrangement under Part 6.
- (3) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than the **customer** with whom the **retailer** has or had entered into a **contract** for the supply of electricity to that **customer's supply address**.

PART 6—PAYMENT DIFFICULTIES AND FINANCIAL HARDSHIP

Division 1—Assessment of financial situation

6.1 Assessment

(1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) within 3 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**.

(2) When undertaking the assessment required by subclause (1), a **retailer** must give reasonable consideration to—

- (a) information—
 - (i) given by the **residential customer**; and
 - (ii) requested or held by the **retailer**; or
- (b) advice given by an independent financial counsellor or **relevant consumer representative organisation**.

(3) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

6.2 Temporary suspension of actions

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

- (a) requests a **temporary suspension of actions**; and
- (b) demonstrates to a **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay,

the **retailer** must not unreasonably deny the **residential customer's** request.

(2) A **temporary suspension of actions** must be for at least 15 **business days**.

(3) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (2) and the **residential customer** or **relevant consumer representative organisation** requests additional time, a **retailer** must give reasonable consideration to the **residential customer's** or **relevant consumer representative organisation's** request.

6.3 Assistance to be offered

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

- (a) **payment difficulties**, the **retailer** must—
 - (i) offer the **residential customer** the alternative payment arrangements referred to in clause 6.4(1); and
 - (ii) advise the **residential customer** that additional assistance may be available if, due to **financial hardship**, the **residential customer** would be unable to meet its obligations under an agreed alternative payment arrangement, or
- (b) **financial hardship**, the **retailer** must offer the **residential customer**—
 - (i) the alternative payment arrangements referred to in clause 6.4(1); and
 - (ii) assistance in accordance with clauses 6.6 to 6.9.

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

Division 2—Residential customers experiencing payment difficulties or financial hardship

6.4 Alternative payment arrangements

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

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

(2) When offering an **instalment plan** under subclause (1)(b), a **retailer** must—

- (a) take into account information about the **residential customer's** usage needs and capacity to pay when determining the period of the plan and calculating the amount of the instalments;
- (b) specify the period of the plan;
- (c) specify the number of instalments;
- (d) specify the amount of the instalments which will pay the **residential customer's** arrears (if any) and estimated **consumption** during the period of the plan;
- (e) specify how the amount of the instalments is calculated;
- (f) specify that due to seasonal fluctuations in the **residential customer's** usage, paying in instalments may result in the **residential customer** being in credit or debit during the period of the plan;

- (g) have in place fair and reasonable procedures to address *payment difficulties* a *residential customer* may face while on the plan; and
 - (h) make provision for re-calculation of the amount of the instalments where the difference between the *residential customer's* estimated *consumption* and actual *consumption* may result in the *residential customer* being significantly in credit or debit at the end of the period of the plan.
- (3) If a *residential customer* has, in the previous 12 months, had 2 *instalment plans* cancelled due to non-payment, a *retailer* does not have to offer that *residential customer* another *instalment plan* under subclause (1)(b), unless the *retailer* is satisfied that the *residential customer* will comply with the *instalment plan*.
- (4) For the purposes of subclause (3), cancellation does not include the revision of an *instalment plan* under clause 6.7.

*Division 3—Assistance available to residential customers
experiencing financial hardship*

6.5 Definitions

In this division—

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

Subdivision 1—Specific assistance available

6.6 Reduction of fees, charges and debt

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

6.7 Revision of alternative payment arrangements

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

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

6.8 Provision of information

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

- (a) *customer's* right to have the bill redirected at no charge to a third person;
- (b) payment methods available to the *customer*;
- (c) *concessions* available to the *customer* and how to access them;
- (d) different types of *meters* available to the *customer*;
- (e) energy efficiency information available to the *customer*, including the option to arrange for an *energy efficiency audit*;
- (f) independent financial counselling and other *relevant consumer representative organisations* available to the *customer*; and
- (g) availability of any other financial assistance and grants schemes that the *retailer* should reasonably be aware of and how to access them.

6.9 Payment in advance

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

Subdivision 2—Hardship policy

6.10 Obligation to develop hardship policy

- (1) A *retailer* must develop a hardship policy to assist *customers experiencing financial hardship* in meeting their financial obligations and responsibilities to the *retailer*.
- (2) The hardship policy must—
- (a) be developed in consultation with relevant *consumer representative organisations*;
 - (b) provide for the training of staff—
 - (i) including *call centre* staff, all subcontractors employed to engage with *customers experiencing financial hardship*, energy efficiency auditors and field officers;

- (ii) on issues related to **financial hardship** and its impacts, and how to deal with **customers** consistently with the obligation in subclause (c);
 - (c) ensure that **customers experiencing financial hardship** are treated sensitively and respectfully; and
 - (d) include guidelines—
 - (i) that—
 - (A) ensure ongoing consultation with **relevant consumer representative organisations** (including the provision of a direct **telephone** number of the **retailer's** credit management staff, if applicable, to financial counsellors and **relevant consumer representative organisations**); and
 - (B) provide for annual review of the hardship policy in consultation with **relevant consumer representative organisations**;
 - (ii) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;
 - (iii) for suspension of **disconnection** and debt recovery procedures;
 - (iv) on the reduction and/or waiver of fees, charges and debt; and
 - (v) on the recovery of debt.
- (3) A **retailer** must give **residential customers**, financial counsellors and **relevant consumer representative organisations** details of the hardship policy at no charge. The **retailer** must provide all **residential customers** that have been identified by the **retailer** as experiencing **financial hardship**, details of the hardship policy, including by post, if requested.
- (4) A **retailer** must keep a record of—
- (a) the **relevant consumer representative organisations** consulted on the contents of the hardship policy;
 - (b) the date the hardship policy was established;
 - (c) the dates the hardship policy was reviewed; and
 - (d) the dates the hardship policy was amended.
- (5) The **retailer** must, unless otherwise notified in writing by the **Authority**, review its hardship policy at least annually and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (6) The **retailer** may, at any time, review its hardship policy and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (7) Any review of a **retailer's** hardship policy must have regard to the **Authority's** Financial Hardship Policy Guidelines.
- (8) Subject to subclause (9) when a **retailer** has reviewed its hardship policy pursuant to subclauses (5) or (6), the **Authority** will examine —
- (a) the review to assess whether a **retailer's** hardship policy has been reviewed consistently with the Financial Hardship Policy Guidelines pursuant to subclause (7); and
 - (b) the hardship policy to assess whether a **retailer's** hardship policy complies with this clause of the **Code**.
- (9) The **Authority** will only conduct a review of a **retailer's** hardship policy pursuant to subclause (8) a maximum of once per year.

Division 4—Business customers experiencing payment difficulties

6.11 Alternative payment arrangements

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

PART 7—DISCONNECTION

Division 1—Conduct in relation to disconnection

Subdivision 1—Disconnection for failure to pay bill

7.1 General requirements

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

- (ii) of the existence and operation of **complaint** handling processes including the existence and operation of the **electricity ombudsman** and the Freecall **telephone** number of the **electricity ombudsman**.
- (2) For the purposes of subclause (1), a **customer** has failed to pay a **retailer's** bill if the **customer** has not—
- (a) paid the **retailer's** bill by the due date;
 - (b) agreed with the **retailer** to an offer of an **instalment plan** or other payment arrangement to pay the **retailer's** bill; or
 - (c) adhered to the **customer's** obligations to make payments in accordance with an agreed **instalment plan** or other payment arrangement relating to the payment of the **retailer's** bill.

7.2 Limitations on disconnection for failure to pay bill

(1) Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's** **supply address** for failure to pay a bill—

- (a) within 1 **business day** after the expiry of the period referred to in the **disconnection warning**;
- (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer**—
 - (i) has accepted the offer before the expiry of the period specified by the **retailer** in the **disconnection warning**; and
 - (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the **retailer** in the **disconnection warning**;
- (c) if the amount outstanding is less than an amount approved and published by the **Authority** in accordance with subclause (2) and the **customer** has agreed with the **retailer** to repay the amount outstanding;
- (d) if the **customer** has made an application for a **concession** and a decision on the application has not yet been made;
- (e) if the **customer** has failed to pay an amount which does not relate to the supply of electricity; or
- (f) if the **supply address** does not relate to the bill (unless the **customer** has failed to make payments relating to an outstanding debt for a **supply address** previously occupied by the **customer**).

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

7.3 Dual fuel contracts

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

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

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

Subdivision 2—Disconnection for denying access to meter

7.4 General requirements

(1) A **retailer** must not arrange for the **disconnection** of a **customer's** **supply address** for denying access to the **meter**, unless—

- (a) the **customer** has denied access for at least 12 consecutive months;
- (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (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 1 or more of the requirements referred in subclause (1) on behalf of the **retailer**.

Subdivision 3—Disconnection for emergencies

7.5 General requirements

If a **distributor disconnects** a **customer's supply address** for **emergency** reasons, the **distributor** must—

- (a) provide, by way of a 24 hour **emergency** line at the cost of a local call, information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to restore supply to the **customer's supply address** as soon as possible.

Division 2—Limitations on disconnection

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**,

unless—

- (g) the **customer** is a **business customer**; and
- (h) the **business customer's** normal trading hours—
 - (i) fall within the time frames set out in paragraphs (d), (e) or (f); and
 - (ii) do not fall within any other time period; and
- (i) it is not practicable for the **retailer** or **distributor** to arrange for **disconnection** at any other time.

7.7 Life Support

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

- (a) register the **customer's supply address** and contact details as a **life support equipment** address;
- (b) register the **life support equipment** required by the **customer**;
- (c) notify the **customer's distributor** that the **customer's supply address** is a **life support equipment** address, and of the contact details and the **life support equipment** required by the **customer**—
 - (i) that same day, if the confirmation is received before 3pm on a **business day**; or
 - (ii) the next **business day**, if the confirmation is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (d) not arrange for **disconnection** of that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**.

(2) If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer** of a change of the **customer's supply address**, contact details, **life support equipment** or that the **customer's supply address** no longer requires registration as a **life support equipment** address, the **retailer** must—

- (a) register the change of details;
- (b) notify the **customer's distributor** of the change of details—
 - (i) that same day, if the notification is received before 3pm on a **business day**; or
 - (ii) the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (c) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

(3) Where a *distributor* has been informed by a *retailer* under subclause (1)(c) or by a relevant government agency that a person residing at a *customer's supply address* requires *life support equipment*, or of a change of details notified to the *retailer* under subclause (2), the *distributor* must—

- (a) register the *customer's supply address* as a *life support equipment* address—
 - (i) the next *business day*, if the notification is received before 3pm on a *business day*; or
 - (ii) within 2 *business days*, if the notification is received after 3pm or on a Saturday, Sunday or *public holiday*;
 - (b) where informed by a relevant government agency, notify the *retailer* in accordance with the timeframes specified in subclause (3)(a);
 - (c) not *disconnect* that *customer's supply address* for failure to pay a bill while the person continues to reside at that address and requires the use of *life support equipment*; and
 - (d) prior to any planned *interruption*, provide at least 3 *business days* written notice to the *customer's supply address* (the 3 days to be counted from the *date of receipt* of the notice), and use best endeavours to obtain verbal or written acknowledgement from the *customer* that the notice has been received.
- (4) Where the *distributor* has—
- (a) already provided notice of a planned *interruption* under the *Electricity Industry Code* that will affect a *supply address*; and
 - (b) has been informed by a *retailer* under subclause 7.7(1)(c) or by a relevant government agency that a person residing at a *customer's supply address* requires *life support equipment*,

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

(5) When a person—

- (a) who requires *life support equipment*, vacates the *supply address*; or
 - (b) who required *life support equipment*, no longer requires the *life support equipment*,
- the *retailer's* and *distributor's* obligations under subclauses (1), (3) and (4) terminate.

PART 8—RECONNECTION

8.1 Reconnection by retailer*

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

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

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

8.2 Reconnection by distributor

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

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

- (a) for *supply addresses* located within the *metropolitan area*—
 - (i) within 1 *business day* of receipt of the request, if the request is received prior to 3pm on a *business day*; and
 - (ii) within 2 *business days* of receipt of the request, if the request is received after 3pm on a *business day* or on a Saturday, Sunday or *public holiday*;

- (b) for **supply addresses** located within the **regional area**—
 - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.
- (3) Subclause (2) does not apply in the event of an **emergency**.

PART 9—PRE-PAYMENT METERS

9.1 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.
- (2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.

9.2 Operation of pre-payment meter

- (1) A **retailer** must not provide a **pre-payment meter service** at a **residential customer's supply address** without the **verifiable consent** of the **residential customer** or the **residential customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.
- (3) A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service**—
 - (a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or
 - (b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.
- (4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

9.3 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language—
 - (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
 - (b) of the tariffs, fees and charges applicable to a **pre-payment meter service** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;
 - (c) of the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard **meter**;
 - (d) how a **pre-payment meter** is operated;
 - (e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);
 - (f) of the emergency credit facilities applicable to a **pre-payment meter**; and
 - (g) of **credit retrieval**.
- (2) At the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give the **residential customer** at no charge—
 - (a) the information specified within subclause (1);
 - (b) a copy of the **contract**;
 - (c) information on the availability and scope of the **Code** and the requirement that **distributors**, **retailers** and **electricity marketing agents** comply with the **Code**;
 - (d) details of the period at or before the expiry of which the **residential customer** may replace or switch the **pre-payment meter** to a standard **meter** at no cost to the **residential customer**;
 - (e) a **meter** identification number;
 - (f) a **telephone** number for enquiries;
 - (g) a **telephone** number for **complaints**;
 - (h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (i) confirmation of the **supply address** and any relevant mailing address;
 - (j) details of any **concessions** the **residential customer** may be eligible to receive;
 - (k) the amount of any **concessions** to be given to the **residential customer**;
 - (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
 - (m) information on the availability of **TTY** services;
 - (n) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;

- (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
 - (p) details on external **complaints** handling processes including the contact details for the **electricity ombudsman**; and
 - (q) general information on the safe use of electricity.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter**—
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
 - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
 - (c) a **telephone** number for enquiries;
 - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**; and
 - (e) details of the **recharge facilities**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information—
- (a) total energy **consumption**;
 - (b) average daily **consumption**; and
 - (c) average daily cost of **consumption**,

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

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

9.4 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard **meter**, the **retailer** must within 1 **business day** of the request—
- (a) send the information referred to in clauses 2.3 and 2.4 to the **customer** in writing or by **electronic means**; and
 - (b) arrange with the relevant **distributor** to—
 - (i) remove or render non-operational the **pre-payment meter**; and
 - (ii) replace or switch the **pre-payment meter** to a standard **meter**.
- (2) A **retailer** must not require payment of a charge for reversion to a standard **meter** if the **pre-payment meter customer** is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause (1) within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.
- (3) Where the **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), the **pre-payment meter customer** must pay the **retailer's** reasonable charge for reversion to a standard **meter** (if any). The **retailer's** obligations under subclause (1)—
- (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge; and
 - (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge.
- (4) If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at the **customer's supply address**—
- (a) for **supply addresses** located within the **metropolitan area** within 5 **business days** of receipt of the request; or
 - (b) for **supply addresses** located within the **regional area** within 10 **business days** of receipt of the request.
- (5) A **retailer** must send a notice in writing or by **electronic means**, to a **residential pre-payment meter customer** not less than 20 **business days** and not more than 40 **business days** prior to the expiry of the 3 month period calculated in accordance with subclause (2) advising the **residential pre-payment meter customer** of the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** (including providing the information referred to in clauses 2.3 and 2.4 to the **residential pre-payment meter customer**).
- (6) The information to be provided in subclauses (1) and (5) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

9.5 Life support equipment

- (1) A **retailer** must not provide a **pre-payment meter service** at the **supply address** of a **residential customer** if the **residential customer**, or a person residing at the **residential customer's supply address**, requires **life support equipment**.

(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*;
- (b) for *supply addresses* located within the *regional area*—
 - (i) within 5 *business days* of receipt of the request, if the request is received prior to 3pm on a *business day*; and
 - (ii) within 6 *business days* of receipt of the request, if the request is received after 3pm on a *business day*, or on a Saturday, Sunday or *public holiday*.

9.6 Requirements for pre-payment meters

A *retailer* must ensure that a *pre-payment meter service*—

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

9.7 Recharge Facilities

A *retailer* must ensure that—

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

9.8 Concessions

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

9.9 Meter testing

(1) Where a *pre-payment meter customer* requests that the whole or part of the *pre-payment meter* be tested, the *retailer* must, at the request of the *customer*, make immediate arrangements to—

- (a) check the *pre-payment meter customer's* metering data;
- (b) check or conduct a test of the *pre-payment meter*; and/or
- (c) arrange for a check or test by the responsible person for the *meter* installation at the *pre-payment meter customer's connection* point.

(2) If a *retailer* requests the *distributor* to check or test a *pre-payment meter* under subclause (1), the *distributor* must check or test the *pre-payment meter*.

(3) A *pre-payment meter customer* who requests a check or test of the *pre-payment meter* under subclause (1) must pay the *retailer's* reasonable charge for checking or testing the *pre-payment meter* (if any).

(4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), the **retailer** must—

- (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
- (b) correct any **overcharging** or **undercharging** in accordance with clause 9.11; and
- (c) refund the **customer** any charges paid by the **customer** pursuant to this clause for the testing of the **pre-payment meter**.

9.10 Credit retrieval, overcharging and undercharging

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

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

- (a) credited to the **pre-payment meter customer's** account; or
- (b) repaid to the pre-payment meter customer.

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

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

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

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

- (a) limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that **undercharging** had occurred;
- (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
- (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
- (d) offer the **pre-payment meter customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.

(7) Where the amount referred to in subclause (2) is less than \$45 the **retailer** may—

- (a) ask the **customer** for instructions pursuant to subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
- (b) credit the amount to the **customer's** account (in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's** account).

9.11 Debt recovery

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

9.12 Payment difficulties or financial hardship

(1) A **retailer** must give reasonable consideration to a request by—

- (a) a **residential pre-payment meter customer** that informs the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
- (b) a **relevant consumer representative organisation**,

for a waiver of any fee payable by the **customer** to replace or switch a **pre-payment meter** to a standard **meter**.

(2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that—

- (a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
- (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,

the **retailer** must use best endeavours to **contact** the **customer** as soon as is reasonably practicable to provide—

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

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

9.13 Existing pre-payment meters

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

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

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

PART 10—INFORMATION AND COMMUNICATION

Division 1—Obligations particular to retailers

10.1 Tariff information

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

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

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

10.2 Historical billing data

(1) A **retailer** must give a **non-contestable customer** on request the **non-contestable customer's** billing data.

(2) If a **non-contestable customer** requests billing data under subclause (1)—

- (a) for a period less than the previous 2 years and no more than once a year; or
- (b) in relation to a dispute with the **retailer**,

the **retailer** must give the billing data at no charge.

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

- (a) the request; or
- (b) payment for the **retailer's** reasonable charge for providing the billing data (if requested by the **retailer**).

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

10.3 Concessions

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

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

10.3A Service Standard Payments

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

10.4 Energy Efficiency Advice

A **retailer** must give a **customer** on request, at no charge, general information on—

- (a) cost effective and efficient ways to utilise electricity (including referring a **customer** to a relevant information source);

- (b) how a *customer* may arrange for an *energy efficiency audit* at the *customer's supply address*; and
- (c) the typical running costs of major domestic appliances.

10.5 Distribution matters

If a *customer* asks a *retailer* for information relating to the distribution of electricity, the *retailer* must—

- (a) give the information to the *customer*; or
- (b) refer the *customer* to the relevant *distributor* for a response.

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 2 years and no more than twice a year provided the *customer* has not been given *consumption* data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request ; or
- (b) in relation to a dispute with the *distributor*,

the *distributor* must give the *consumption* data at no charge.

(3) A *distributor* must give a *customer* the *consumption* data requested under subclause (1) within 10 *business days* of the *date of receipt* of—

- (a) the request; or
- (b) if payment is required (and is requested by the *distributor* within 2 *business days* of the request) payment for the *distributor's* reasonable charge for providing the data.

(4) A *distributor* must keep a *customer's consumption* data for 7 years.

10.8 Distribution standards

(1) A *distributor* must tell a *customer* on request how the *customer* can obtain information on distribution standards and metering arrangements –

- (a) prescribed under the *Act* or the *Electricity Act 1945*; or
- (b) adopted by the *distributor*,

that are relevant to the *customer*.

(2) A *distributor* must publish on its website the information specified in subclause (1).

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

(3) For the purposes of subclause (2)(b)(ii)(B), a *retailer* or *distributor* must at least—

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

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

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

12.3 Information provision

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

12.4 Obligation to refer complaint

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

PART 13—RECORD KEEPING AND REPORTING

Division 1—General

13.1 Records to be kept

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

(2) For the purposes of subclause (1), a **retailer** must keep records or other information pursuant to clauses—

- (a) 2.2;
- (b) 2.6(3);
- (c) 6.10(4);
- (d) 7.7;
- (e) 13.2;
- (f) 13.3(1) and 13.3(2)
- (g) 13.4;
- (h) 13.5;
- (i) 13.6; and
- (j) 13.7(1) and 13.7(2).

(3) For the purposes of subclause (1), a **distributor** must keep records or other information pursuant to clauses—

- (a) 7.7
- (b) 13.8(1) and 13.8(2);
- (c) 13.9(1);
- (d) 13.10(1) and 13.10(2);
- (e) 13.11;
- (f) 13.12;
- (g) 13.13(1) and 13.13(2); and
- (h) 13.14 (1).

Division 2—Record keeping obligations particular to retailers

13.2 Affordability and access

A **retailer** must keep a record of—

- (a) the total number of, and percentage of, its **residential customer accounts** that—
 - (i) have been issued with a bill outside the timeframes prescribed in clause 4.1, categorised according to circumstances where the delay is due to fault on the part of the **retailer**; due to the **retailer** not receiving the required metering data from the **distributor** in accordance with clause 4.1(b)(ii); and due to the actions of the **customer** in accordance with clause 4.1(b)(iii);
 - (ii) are subject to an **instalment plan** under Part 6;
 - (iii) have been granted additional time to pay a bill under Part 6;
 - (iv) have been placed on a shortened **billing cycle** under Part 6;
 - (v) have been **disconnected** in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
 - (vi) have been **disconnected** under subclause (v) that were previously the subject of an **instalment plan**;
 - (vii) have been **disconnected** under subclause (v) and that have been **disconnected** pursuant to clauses 7.1 and 7.3 at the same **supply address** on at least 1 other occasion during the **reporting year** or the previous **reporting year**;
 - (viii) have been **disconnected** under subclause (v) while the subject of a **concession**;
 - (ix) the **retailer** has requested to be **reconnected**, pursuant to clause 8.1(1)(a), at the same **supply address** and in the same name within 7 days of requesting the **residential customer account** to be **disconnected** under subclause (v);

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

13.3 Customer complaints

(1) A **retailer** must keep a record of—

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

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

13.4 Compensation payments

A **retailer** must keep a record of payments, including the total number of payments and the amount paid to the **customer** for each payment made under—

- (a) Clause 14.1;
- (b) clause 14.2; and
- (c) clause 14.3.

13.5 Call Centre Performance

A **retailer** must keep a record of—

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

13.6 Supporting information

A **retailer** must keep a record of the total number of—

- (a) residential accounts held by **contestable customers**;
- (b) residential accounts held by **non-contestable customers**;
- (c) **business customer accounts** held by **contestable customers**; and
- (d) **business customer accounts** held by **non-contestable customers**.

13.7 Pre-payment meters

(1) A **retailer** must keep a record of—

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

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

Division 3—Record keeping obligations particular to distributors

13.8 Connections

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

- (a) the total number of **connections** provided; and
- (b) the total number of **connections not provided on or before the agreed date**.

(2) A **distributor** must keep a record of—

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

13.9 Timely repair of faulty street lights

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

- (a) the total number of street lights reported faulty each month in the **metropolitan area**;
- (b) the total number of street lights reported faulty each month in the **regional area**;
- (c) the total number of street lights not repaired within 5 days in the **metropolitan area**;
- (d) the total number of street lights not repaired within 9 days in the **regional area**;
- (e) the total number of street lights in the **metropolitan area**;
- (f) the total number of street lights in the **regional area**;
- (g) the average number of days to repair faulty street lights in the **metropolitan area**; and
- (h) the average number of days to repair faulty street lights in the **regional area**.

(2) For the purpose of subclause (1), the number of days taken to repair a street light is counted from the date of notification.

13.10 Customer complaints

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

- (a) the total number of **complaints** received (excluding **quality and reliability complaints** but including **complaints** received under Part 9);
- (b) the number of the **complaints** in subclause (a) that relate to—
 - (i) administrative process or customer service **complaints**; and
 - (ii) **other complaints**;
- (c) the action taken by a **distributor** to address a **complaint** (excluding **quality and reliability complaints**);
- (d) the time taken for the appropriate procedures for dealing with the **complaint** (excluding **quality and reliability complaints**) to be concluded; and
- (e) the percentage of **customer complaints** concluded within 15 **business days** and 20 **business days**.

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

13.11 Compensation payments

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

13.12 Call centre performance

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

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

13.13 Pre-payment meters

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

- (a) the number of **complaints** relating to the installation and operation of a **pre-payment meter** at a **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**.

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

13.14 Supporting information

(1) A **distributor** must keep a record of the total number of **exit points** of **customers** who are **connected** to the **distributor's** network.

(2) In this clause—

“**exit point**” has the same meaning as in the *Electricity Industry (Customer Transfer) Code 2004*.

Division 4—Reporting obligations

13.15 Preparation of an annual report by retailers

A **retailer** must prepare a report in respect of each **reporting year** setting out the information in the records in clauses—

- (a) 13.2;
- (b) 13.3(1)(a), 13.3(1)(b), 13.3(1)(e) and 13.3(1)(f);
- (c) 13.4;
- (d) 13.5;
- (e) 13.6; and
- (f) 13.7(1)(a), 13.7(1)(b), 13.7(1)(e), 13.7(1)(f), 13.7(1)(g), 13.7(1)(h), 13.7(1)(i), 13.7(1)(k) and 13.7(1)(l).

13.16 Preparation of an annual report by distributors

A **distributor** must prepare a report in respect of each **reporting year** setting out the information in the records in clauses—

- (a) 13.8;
- (b) 13.9;

- (c) 13.10(1)(a), 13.10(1)(b) and 13.10(1)(e);
- (d) 13.11;
- (e) 13.12;
- (f) 13.13(1)(a) and 13.13(1)(d); and
- (g) 13.14.

13.17 Publication of reports by retailers and distributors

- (1) The reports in clauses 13.15 and 13.16 are to be published not later than the following 1 October.
- (2) A report is published for the purposes of subclause (1) if—
 - (a) copies of it are available to the public, without cost, at places where the *retailer* or *distributor* transacts business with the public; and
 - (b) a copy of it is posted on an internet website maintained by the *retailer* or *distributor*.
- (3) A copy of each report must be given to the Minister and the *Authority* not less than 7 days before it is published.

13.18 Provision of records to the Authority

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

PART 14—SERVICE STANDARD PAYMENTS

Division 1—Obligations particular to retailers

14.1 Facilitating customer reconnections

- (1) Subject to clause 14.6, where a *retailer* is required to arrange a *reconnection* of a *customer's* *supply address* under Part 8—

- (a) but the *retailer* has not complied with the time frames prescribed in clause 8.1(2); or
- (b) the *retailer* has complied with the time frames prescribed in clause 8.1(2) but the *distributor* has not complied with the time frames prescribed in clause 8.2(2),

the *retailer* must pay to the *customer* \$60 for each day that it is late, up to a maximum of \$300.

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

14.2 Wrongful disconnections

- (1) Subject to clause 14.6, if a *retailer*—

- (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 and 6.10) and Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), 7.7(2)(a) and 7.7(2)(c)) of the *Code* prior to arranging for *disconnection* or *disconnecting* a *customer* for failure to pay a bill; or
- (b) arranges for *disconnection* or *disconnects* a *customer* in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,

the *retailer* must pay to the *customer* \$100 for each day that the *customer* was wrongfully *disconnected*.

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

14.3 Customer service

- (1) Upon receipt of a written query or *complaint* by a *customer*, a *retailer* must—

- (a) acknowledge the query or *complaint* within 10 *business days*; and
- (b) respond to the query or *complaint* by addressing the matters in the query or *complaint* within 20 *business days*.

- (2) Subject to clause 14.6, if a *retailer* fails to acknowledge or respond to a query or *complaint* within the time frames prescribed under subclause (1), the *retailer* must pay to the *customer* \$20.

- (3) The *retailer* will only be liable to make 1 payment of \$20, pursuant to subclause (2), for each written query or *complaint*.

Division 2—Obligations particular to distributors

14.4 Customer service

- (1) Upon receipt of a written query or *complaint* by a *customer*, a *distributor* must—

- (a) acknowledge the query or *complaint* within 10 *business days*; and
- (b) respond to the query or *complaint* by addressing the matters in the query or *complaint* within 20 *business days*.

- (2) Subject to clause 14.6, if a *distributor* fails to acknowledge or respond to a query or *complaint* within the time frames prescribed under subclause (1), the *distributor* must pay to the *customer* \$20.

- (3) The *distributor* will only be liable to make 1 payment of \$20, pursuant to subclause (2), for each written query or *complaint*.

14.5 Wrongful disconnections

Subject to clause 14.6, if a *distributor disconnects* a *customer's supply address* other than as authorised by—

- (a) this *Code* or otherwise by law; or
- (b) a *retailer*,

then the *distributor* must pay to the *customer* \$100 for each day that the *customer* was wrongfully *disconnected*.

Division 3—Payment

14.6 Exceptions

(1) A *retailer* or *distributor* is not required to make a payment under clauses 14.1 to 14.5 if events or conditions outside the control of the *retailer* or *distributor* caused the *retailer* or *distributor* to be liable to make the payment.

(2) Except in the case of a payment under clauses 14.2 and 14.5, which are required to be made without application by a *customer* as soon as reasonably practical, a *retailer* or *distributor* is not required to make a payment under clauses 14.1 to 14.5 if the *customer* fails to apply to the *retailer* or *distributor* for the payment within 3 months of the non-compliance by the *retailer* or *distributor*.

(3) Under clauses 14.3 and 14.4, a *retailer* or *distributor* is not required to make more than 1 payment to each affected *supply address* per event of non-compliance with the performance standards.

(4) For the purposes of subclause (3), each *supply address* where a *customer* receives a bill from a *retailer* is a separate *supply address*.

14.7 Method of payment

(1) A *retailer* who is required to make a payment under clauses 14.1, 14.2 or 14.3 must do so—

- (a) by deducting the amount of the payment from the amount due under the *customer's* next bill;
- (b) by paying the amount directly to the *customer*; or
- (c) as otherwise agreed between the *retailer* and the *customer*.

(2) A *distributor* who is required to make a payment under clauses 14.4 or 14.5 must do so—

- (a) by paying the amount to the *customer's retailer* who will pass the amount on to the *customer* in accordance with subclause (1);
- (b) by paying the amount directly to the *customer*; or
- (c) as otherwise agreed between the *distributor* and the *customer*.

(3) For the avoidance of doubt, a payment made under this part does not affect any rights of a *customer* to claim damages or any other remedy.

14.8 Recovery of payment

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

(2) If a *retailer* is entitled under clause 14.1(2) or 14.2(2) to compensation from a *distributor*, and the *distributor* fails to pay the compensation to the *retailer* within 30 days of the date of demand for compensation payment by the *retailer*, then the *retailer* may recover the compensation payment in a court of competent jurisdiction as a debt due from the *distributor* to the *retailer*.

SIGNIFICANT AMENDMENTS TO THE CODE

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

Relevant Part of the Code	Summary of Amendments
2007 Review—Changes effective 8 January 2008 (with several minor corrections effective 26 February 2008)	
Part 1—Preliminary	To correct errors and reflect changes since the establishment of the Code.
Part 2—Marketing	To remove provisions which were duplicated with other legislation (such as the Gas Marketing Code), where there would be no significant detriment to customer protection.
Part 5—Payment	To reflect current banking practice in relation to direct debit payments.

Relevant Part of the Code	Summary of Amendments
Part 8—Reconnection	To establish a priority connection register.
Part 10—Information and Communication	To remove burdensome requirements that a retailer publish prescribed information in the <i>Government Gazette</i> or local newspapers.
Part 13—Record Keeping	To improve consistency with the Steering Committee on National Regulatory Reporting Requirements.
Part 14—Service Standard Payments	To extend service standard payments (a prescribed amount payable when a service standard has been breached) to all small use customers.
Miscellaneous	<p>To correct, update and minimise explanatory notes contained in the Code, and in many cases to transfer the intent of notes to A Guide to Understanding the Code of Conduct (For the Supply of Electricity to Small Use Customers).</p> <p>To remove redundant, spent or duplicated provisions, remove or amend clauses considered too prescriptive by the ECCC, and to improve the level of consumer protection.</p>
2009 Review—Changes effective 1 July 2010	
Part 1—Preliminary	To correct errors and reflect changes since the establishment of the Code.
Part 2—Marketing	To simplify the provisions dealing with definitions related to marketing.
Part 6—Payment Difficulties and Financial Hardship	Relating to the issue of financial hardship, including the abolition of late payment fees for financial hardship customers and the establishment of a requirement for the ERA to review the financial hardship policies of retailers and publish the findings.
Part 10—Information and Communication	To reduce the amount of information retailers are required to provide to business customers as distinct from residential customers.
Part 11—Customer Service Charter	To streamline and in some cases remove information provision requirements related to all customers (eg The ERA has removed the requirement for retailers and distributors to produce a customer service charter).
Part 14—Service Standard Payments	Relating to wrongful disconnection, including an increase in the daily amount of service standard payment from \$50 to \$100, removal of the cap on the amount of service standard payment and a requirement that the payment be made to all customers wrongfully disconnected without a requirement that the customer apply for the payment.
2010 Review—Changes effective 1 July 2010	
Part 9—Pre-Payment Meters	To remove the existing barriers to operation of pre-payment meters (PPM) while addressing customer issues and ensuring consumer protection at a level commensurate with other Australian jurisdictions, including the National Energy Market.
Part 13—Record Keeping	To create record keeping obligations in relation to PPMs.