ELECTRICITY INDUSTRY ACT 2004

CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS 2014
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ELECTRICITY INDUSTRY ACT 2004

CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS 2014

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 2014.

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

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

1.4 Interpretation
(1) Headings and notes are for convenience or information only and do not affect the interpretation of the Code or any term or condition set out in the Code.
(2) An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.
(3) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.
(4) A reference to a person includes that person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.
(5) Other parts of speech and grammatical forms of a word or phrase defined in the Code have a corresponding meaning.
(6) A reference to an electricity marketing agent arranging a contract is to be read as a reference to an electricity marketing agent entering into the contract on the retailer’s or customer’s behalf, or arranging the contract on behalf of another person (whichever is relevant).

1.5 Definitions
In the Code, unless the contrary intention appears—
“accumulation meter” has the same meaning as in clause 1.3 of the Metering Code.
“adjustment” means the difference in the amount charged—
(a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or
(b) under a bill smoothing arrangement based on an estimate carried out in accordance with clause 4.3(2)(a)-(b), and the amount to be charged as a result of the bill being determined in accordance with clause 4.6(1)(a) provided that the difference is not as a result of an defect, error or default for which the retailer or distributor is responsible or contributed to.
“alternative tariff” means a tariff other than the tariff under which the customer is currently supplied electricity.
“amendment date” means 1 July 2014.
“appropriately qualified medical practitioner” means—
(a) within the Perth Metropolitan Area, a specialist medical practitioner or practitioner working in a specialist department of a hospital or hospice doctor; or
(b) outside of the Perth Metropolitan Area, a doctor or general practitioner if he/she also works on an occasional basis from a local hospital or rural health service, or hospice doctor.
“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 cycle” means the regular recurrent period in which a customer receives a bill from a retailer.

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

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

“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 2014 as amended by the Authority pursuant to section 79 of the Act.

“collective customer” means a customer—
(a) who receives a single bill from the retailer for electricity supplied at two or more premises; or
(b) who is supplied electricity from the same retailer at multiple sites at the customer’s premises.

“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 specified in the contract as the cooling-off period.

“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.

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

“direct debit facility” means a facility offered by a retailer to automatically deduct a payment from a customer’s nominated account and entered into with a customer in accordance with clause 5.3.

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

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

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

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

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


“electricity marketing agent” means—
(a) a person who acts on behalf of a retailer—
   (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; or
(c) a representative, agent or employee of a person referred to in subclause (a) or (b), but does not include 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 to assist the customer to remain connected, reduce its arrears and minimise the risk of the customer getting into further debt where the customer pays in arrears or in advance and continued usage on its account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account the customer’s 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 identification number” means a unique number assigned by a retailer to each electricity marketing agent acting on its behalf.

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

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


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

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

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

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

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

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

“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.

“re-certification” means confirmation from an appropriately qualified medical practitioner that a person residing at the customer’s supply address continues to require life support equipment.

“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 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.

“resolved” means the decision or determination made by the retailer or distributor (as relevant) with respect to the complaint, where the retailer or distributor, having regard to the nature and particular circumstances of the complaint, has used all reasonable steps to ensure the best possible approach to addressing the complaint.

“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.

“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.

1.6 Application
Subject to clause 1.10, the Code applies to—

(a) retailers;

(b) distributors; and

(c) 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 & 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 Fair Trading Act 2010 (WA), the Spam Act 2003 (Cth), the Spam Regulations 2004 (Cth), the Do Not Call Register Act 2006 (Cth), the Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2007 (Cth) and the Privacy Act 1988 (Cth).

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 and information to be provided to customers

2.2 Entering into a standard form contract

(1) When entering into a standard form contract that is not an unsolicited consumer agreement, a retailer or electricity marketing agent must—

(a) record the date the standard form contract was entered into;

(b) give, or make available to the customer at no charge, a copy of the standard form contract—

(i) at the time the standard form contract is entered into, if the standard form contract was not entered into over the telephone; or

(ii) as soon as possible, but not more than 5 business days after the standard form contract was entered into, if the standard form contract was entered into over the telephone.

(2) Subject to subclause (3), a retailer or electricity marketing agent must give the following information to a customer no later than on or with the customer’s first bill—

(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 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; and

(i) general information on the safe use of electricity.

(3) For the purposes of subclause (2) a retailer or electricity marketing agent is taken to have given the customer the required information if—

(a) the retailer or electricity marketing agent has provided the information to that customer within the preceding 12 months; or

(b) the retailer or electricity marketing agent has informed the customer how the customer may obtain the information, unless the customer requests to receive the information.

2.3 Entering into a non-standard contract

(1) When entering into a non-standard contract that is not an unsolicited consumer agreement, a retailer or electricity marketing agent must—

(a) obtain and make a record of the customer’s verifiable consent that the non-standard contract has been entered into, and

(b) give, or make available to the customer at no charge, a copy of the non-standard contract—

(i) at the time the non-standard contract is entered into, if the non-standard contract was not entered into over the telephone; or

(ii) as soon as possible, but not more than 5 business days after the non-standard contract was entered into, if the non-standard contract was entered into over the telephone.
(2) Before entering into a non-standard contract, a retailer or electricity marketing agent must give the customer the following information—

(a) details of any right the customer may have to rescind the non-standard contract during a cooling-off period and the charges that may apply if the customer rescinds the non-standard contract;

(b) 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;

(c) the scope of the Code;

(d) that a retailer and electricity marketing agent must comply with the Code;

(e) how the retailer may assist if the customer is experiencing payment difficulties or financial hardship;

(f) with respect to a residential customer, the concessions that may apply to the residential customer;

(g) the distributor’s 24 hour telephone number for faults and emergencies;

(h) 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;

(i) how to make an enquiry of, or complaint to, the retailer; and

(j) general information on the safe use of electricity.

(3) For the purposes of subclauses (2)(b)-(j), a retailer or electricity marketing agent is taken to have given the customer the required information if—

(a) the retailer or electricity marketing agent has provided the information to that customer within the preceding 12 months; or

(b) the retailer or electricity marketing agent has informed the customer how the customer may obtain the information, unless the customer requests to receive the information.

(4) Before arranging a non-standard contract, the Electricity Retail Corporation or Regional Power Corporation, or an electricity marketing agent acting on behalf of it, must give a customer the following information—

(a) that the customer is able to choose the standard form contract offered by the relevant retailer; and

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

(5) Subject to subclause (3), the retailer or electricity marketing agent must obtain the customer’s verifiable consent that the information in clause 2.3(2) and clause 2.3(4) (if applicable) has been given.

Division 3—Marketing Conduct

2.4 Standards of Conduct

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

2.5 Contact for the purposes of marketing

(1) A retailer or 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 on whose behalf the contact is being made;

(b) provide the customer with the telephone number of the electricity ombudsman; and

(c) for contact by an electricity marketing agent, provide the customer with the electricity marketing agent’s marketing identification number.

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

(a) 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 (for contact by an electricity marketing agent); and
(iv) the name of the retailer on whose behalf the contact is being made; and
(b) as soon as practicable, provide the customer, in writing—

(i) his or her first name;

(ii) his or her marketing identification number (for contact by an electricity marketing agent);

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

(iv) the complaints telephone number of the retailer on whose behalf the contact is being made;

(v) the business address and Australian Business or Company Number of the retailer on whose behalf the contact is being made; and

(vi) the telephone number of the electricity ombudsman.

2.6 No canvassing or advertising signs

A retailer or electricity marketing agent who visits a person’s premises for the purposes of marketing must comply with any clearly visible signs at a person’s premises indicating—

(a) canvassing is not permitted at the premises; or

(b) no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at, or associated with, the premises.

Division 4—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.

2.10 Records to be kept

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 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 calculation of the tariff in accordance with the procedures set out 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, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;

(h) the applicable 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 consumption, including charges ancillary to the consumption of electricity, unless the customer is a collective customer;
(n) the average daily consumption unless the customer is a collective customer;
(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—
   (a) not indicative of the customer’s actual consumption;
   (b) not based upon a meter reading; or
   (c) for a collective customer.

(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 distributor has expressly or impliedly consented to the customer reading 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.

4.7 Frequency of meter readings

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.

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, subject to subclause (3), the retailer must, at the time of the final bill, ask the customer for instructions whether the customer requires the retailer to transfer the amount of credit to—
   (a) another account the customer has, or will have, with the retailer; or
   (b) a bank account nominated by the customer,

the retailer must credit the account, or pay the amount of credit in accordance with the customer’s instructions, within 12 business days of receiving the instructions or other such time as agreed with the customer.
(3) If the customer’s account is in credit at the time of account closure, and the customer owes a debt to the retailer, the retailer may, with written notice to the customer, use that credit to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must ask the customer for instructions to transfer the remaining amount of credit in accordance with subclause (2).

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) notify the customer of the amount to be recovered no later than 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) and subclause (7), 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 5 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).

(7) Where the customer has been overcharged by the retailer, and the customer owes a debt to the retailer, then provided that the customer is not a residential customer—

(a) experiencing payment difficulties or financial hardship; or

(b) making payments under an alternative payment arrangement under Part 6, the retailer may, with written notice to the customer, use the amount of the overcharge to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with subclause (2) or subclause (6) where the amount is less than $75.

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) notify the customer of the amount of the adjustment no later than 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) and subclause (7), 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 5 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).

(7) Where the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided that the customer is not a residential customer—

(a) experiencing payment difficulties or financial hardship; or

(b) making payments under an alternative payment arrangement under Part 6, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with subclause (2) or subclause (5) where the amount is less than $75.
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 a direct debit facility to a customer, the retailer must, prior to the direct debit facility commencing, obtain the customer's verifiable consent, and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits.

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) subject to subclause (2) 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 is not resolved by the retailer or is not determined or is upheld by the electricity ombudsman (if a complaint has been made to the electricity ombudsman). If the complaint is determined by the electricity ombudsman 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) where the retailer has charged a late payment fee in the circumstances set out in subclause (1)(c) because the retailer was not aware of the complaint, the retailer will not contravene subclause (1)(c) but must refund the late payment fee on the customer's next bill.
(3) 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.
(4) A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.
(5) If a residential customer has been assessed 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 5 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 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.

(2) 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 & 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)—

(a) within 3 business days, assess whether the residential customer is experiencing payment difficulties or financial hardship; and

(b) if the retailer cannot make the assessment within 3 business days, refer the residential customer to an independent financial counsellor or relevant consumer representative organisation to make the assessment.

(2) If the residential customer provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation the retailer may adopt that assessment as its own assessment for the purposes of subclause (1)(a).

(3) When undertaking the assessment required by subclause (1)(a), unless a retailer adopts an assessment from an independent financial counsellor or relevant consumer representative organisation, 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 (if any).

(4) 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 a retailer refers a residential customer to an independent financial counsellor or relevant consumer representative organisation under clause 6(1)(b) then the retailer must grant the residential customer a temporary suspension of actions.
(2) If, a residential customer informs a retailer that the residential customer is experiencing payment problems under clause 6.1, and 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 or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation,

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

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

(4) If a relevant consumer representative organisation is unable to assess a residential customer's capacity to pay within the period referred to in subclause (3) 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) if the residential customer is experiencing payment difficulties—

(i) additional time to pay a bill; and

(ii) if requested by the residential customer, 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,

(b) if the residential customer is experiencing financial hardship—

(i) additional time to pay a bill; and

(ii) 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 or amending an instalment plan, a retailer must—

(a) ensure that the instalment plan is fair and reasonable taking into account information about the residential customer's capacity to pay and consumption history; and

(b) comply with subclause (3).

(3) If the residential customer accepts an instalment plan offered by the retailer, the retailer must—

(a) within 5 business days of the residential customer accepting the instalment plan provide the residential customer with information in writing or by electronic means—

(i) that specifies the terms of instalment plan (including the number and amount of payments, the duration of payments and how the payments are calculated);

(ii) the consequences of not adhering to the instalment plan; and

(iii) the importance of contacting the retailer for further assistance if the residential customer cannot meet or continue to meet the instalment plan terms, and

(b) notify the residential customer in writing or by electronic means of any amendments to the instalment plan at least 5 business days before they come into effect (unless otherwise agreed with the residential customer) and provide the residential customer with information in writing or by electronic means that clearly explains and assists the residential customer to understand those changes.
(4) 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), unless the retailer is satisfied that the residential customer will comply with the instalment plan.

(5) For the purposes of subclause (4), 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 hardship procedures referred to in clause 6.10(3).

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); or

(b) offering to revise the instalment plan, if the customer had previously elected an instalment plan under clause 6.4(1).

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 and/or tariffs (as applicable);

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

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

6.9 Provision 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 and hardship procedures 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) include a statement encouraging customers to contact their retailer if a customer is having trouble paying the retailer’s bill;

(c) include a statement advising that the retailer will treat all customers sensitively and respectfully;

(d) include a statement that the retailer may reduce/waive debt;

(e) include an objective set of hardship indicators;

(f) include an overview of the assistance available to customers in financial hardship or payment difficulties in accordance with Part 6 of the Code and a statement that the retailer is able to provide further detail upon request.
(g) include an overview of any concessions and grants that may be available to the retailer’s customers;

(h) be available in large print copies and include—
   (i) the National Interpreter Symbol with the words “Interpreter Services”;
   (ii) information on the availability of independent multi-lingual services; and
   (iii) information on the availability of TTY services; and

(i) be available on the retailer’s website.

(3) The hardship procedures 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 (3)(c);

(c) include guidance on how customers experiencing financial hardship are to be treated sensitively and respectfully;

(d) include guidance—
   (i) that assist the retailer in identifying residential customers who are experiencing financial hardship;
   (ii) that assist the retailer in determining a residential customer’s usage needs and capacity to pay when determining the conditions of an installment plan;
   (iii) for suspension of disconnection and debt recovery procedures;
   (iv) on the reduction and/or waiver of fees, charges and debt; and
   (v) on the recovery of debt.

(e) require that the retailer’s credit management staff have a direct telephone number and that number be provided to relevant financial counsellors and relevant consumer representative organisations;

(4) If requested, a retailer must give residential customers, financial counsellors and relevant consumer representative organisations a copy of the hardship policy, including by post at no charge.

(5) A retailer must keep a record of—

(a) the relevant consumer representative organisations consulted on the contents of the hardship policy and hardship procedures;

(b) the dates the hardship policy and hardship procedures were established;

(c) the dates the hardship policy and hardship procedures were reviewed; and

(d) the dates the hardship policy and hardship procedures were amended.

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

(7) The retailer must comply with the Authority’s Financial Hardship Policy Guidelines.

(8) If the retailer amends the retailer’s hardship policy, the retailer must submit to the Authority a copy of the retailer’s hardship policy within 5 business days of the amendment.

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 with at least 5 business days notice to the customer; and
   (ii) of the existence and operation of complaint handling processes including the existence and operation of the electricity ombudsman and the Freecall telephone number of the electricity ombudsman.

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

7.2 Limitations on disconnection for failure to pay bill

(1) Notwithstanding clause 7.1, a retailer must not arrange for the disconnection of a customer’s supply address for failure to pay a bill—
   (a) within 1 business day after the expiry of the period referred to in the disconnection warning;
   (b) if the retailer has made the residential customer an offer in accordance with clause 6.4(1) and the residential customer—
      (i) has accepted the offer before the expiry of the period specified by the retailer in the disconnection warning; and
      (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the retailer in the disconnection warning;
   (c) if the amount outstanding is less than an amount approved and published by the Authority in accordance with subclause (2) and the customer has agreed with the retailer to repay the amount outstanding;
   (d) if the customer has made an application for a concession and a decision on the application has not yet been made;
   (e) if the customer has failed to pay an amount which does not relate to the supply of electricity; or
   (f) if the supply address does not relate to the bill (unless the customer has failed to make payments relating to an outstanding debt for a supply address previously occupied by the customer).

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

7.3 Dual fuel contracts

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

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

Subdivision 2—Disconnection for denying access to meter

7.4 General requirements

(1) A retailer must not arrange for the disconnection of a customer’s supply address for denying access to the meter, unless—
   (a) the customer has denied access for at least 12 consecutive months;
   (b) the retailer has, prior to giving the customer a disconnection warning under 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.

(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 (excluding mobile telephones), 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

(1) Subject to subclause (3), a retailer must not arrange for disconnection of a customer’s supply address where—

(a) a complaint has been made to the retailer directly related to the reason for the proposed disconnection; or

(b) the retailer is notified by the distributor, electricity ombudsman or an external dispute resolution body that there is a complaint, directly related to the reason for the proposed disconnection, that has been made to the distributor, electricity ombudsman or external dispute resolution body,

and the complaint is not resolved by the retailer or distributor or determined by the electricity ombudsman or external dispute resolution body.

(2) Subject to subclause (3), a distributor must not perform a disconnection of a customer’s supply address—

(a) where—

(i) a complaint has been made to the distributor directly related to the reason for the proposed disconnection; or

(ii) the distributor is notified by the retailer, electricity ombudsman or an external dispute resolution body that there is a complaint, directly related to the reason for the proposed disconnection, that has been made to the retailer, electricity ombudsman or external dispute resolution body,

and the complaint is not resolved by the retailer or distributor or determined by the electricity ombudsman or external dispute resolution body; or

(b) during any time—

(i) after 3.00 pm Monday to Thursday;

(ii) after 12.00 noon on a Friday; or

(iii) on a Saturday, Sunday, public holiday or on the business day before a public holiday,

unless—

(iv) the customer is a business customer; and

(v) the business customer’s normal trading hours—

(A) fall within the time frames set out in subclause (b)(i) (ii) or (iii); and

(B) do not fall within any other time period; and

(vi) it is not practicable for the distributor to perform the disconnection at any other time.

(3) A retailer or a distributor may arrange for disconnection of a customer’s supply address if the disconnection—

(a) was requested by the customer; or

(b) was carried out for emergency reasons.

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 of the customer—

(i) that same day, if the notification is received before 3pm on a business day; or

(ii) no later than the next business day, if the notification 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) no later than 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 or update the details notified by the retailer under subclause (2)—

(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; and

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

(4) Where life support equipment is registered at a customer's supply address under subclause (3)(a) the distributor must—

(a) 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

(b) prior to any planned interruption, provide at least 3 business days written notice or notice by electronic means to the customer's supply address and, unless expressly requested in writing by the customer not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by electronic means from the customer or someone residing at the supply address that the notice has been received.

(5) Where the distributor has already provided notice of a planned interruption under the Electricity Industry Code that will affect a supply address, prior to the distributor registering the customer's supply address as a life support equipment address under clause 7.7(3)(a), the distributor must use best endeavours to contact that customer or someone residing at the supply address prior to the planned interruption.

(6) (a) No earlier than 3 months prior to the 12 month anniversary of the confirmation from the appropriately qualified medical practitioner referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, the retailer must contact the customer to—

(i) ascertain whether a person residing at the customer's supply address continues to require life support equipment; and

(ii) if the customer has not provided the initial certification or re-certification from an appropriately qualified medical practitioner within the last 3 years, request that the customer provide that re-certification.

(b) The retailer must provide a minimum period of 3 months for the customer to provide the information requested by the retailer in subclause (6)(a).

(7) (a) When—

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

(ii) a person who required life support equipment, no longer requires the life support equipment; or

(iii) subject to subclause (7)(b), a customer fails to provide the information requested by the retailer for the purposes of subclause (6)(a)(i) or the re-certification referred to in subclause (6)(a)(ii), within the time period referred to in subclause (6)(b), or greater period if allowed by the retailer,

the retailer's and distributor's obligations under subclauses (1), (3), (4), (5) and (6) terminate and the retailer or distributor (as applicable) must remove the customer's
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details from the life support equipment address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii)—

(iv) the next business day, if the retailer or distributor (as applicable) becomes aware of the relevant matter in subclause 7(a)(ii), (iii) before 3pm on a business day; or

(v) within 2 business days, if the retailer or distributor (as applicable) becomes aware of the relevant matter in subclause 7(a)(ii), (iii) after 3pm or on a Saturday, Sunday or public holiday.

(b) A customer will have failed to provide the information requested by the retailer for the purposes of subclause (6)(a)(i) or the re-certification referred to in subclause (6)(a)(ii) where the contact by the retailer consisted of at least the following, each a minimum of 10 business days from the date of the last contact—

(i) written correspondence sent by registered post to the customer’s supply address and any other address nominated by the customer; and

(ii) a minimum of 2 other attempts to contact the customer by any of the following means—

A. electronic means;
B. telephone;
C. in person;
D. facsimile; or
E. by post sent to the customer’s supply address and any other address nominated by the customer.

(c) Where the distributor’s obligations under subclauses (1), (3), (4), (5) and (6) terminate as a result of the operation of subclause (7)(a)(iii), the retailer must notify the distributor of this fact as soon as reasonably practicable, but in any event, within 3 business days.

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 3pm on 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) No later than 10 business days after 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 residential 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;
(q) general information on the safe use of electricity;
(r) details of the initial recharge facilities available to the residential customer; and
(s) 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 if the residential pre-payment meter customer replaces or switches the pre-payment meter to a standard meter.

(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; and
(d) the distributor’s 24 hour telephone number for faults and emergencies.

(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) A retailer must, within 10 business days of the change, notify a pre-payment meter customer in writing or by electronic means if the recharge facilities available to the residential customer change from the initial recharge facilities referred to in subclause (2)(r).

(6) 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 retailer may charge the pre-payment meter customer a reasonable charge for reversion to a standard meter. However, the retailer’s obligations under subclause (1) are not conditional on the customer paying the retailer’s reasonable charge for reversion to a standard meter (if any); 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 for reversion to a standard meter (if any).

(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.

9.5 Life support equipment

(1) If a pre-payment meter 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 not provide a pre-payment meter service at the customer’s supply address and 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.
(2) 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 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 9 business days of receipt of the request, if the request is received prior to 3pm on a business day; and

(ii) within 10 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) Pre-payment meter customers will have access to emergency credit of $20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the pre-payment meter service will be de-energised.

(b) A retailer must ensure that a pre-payment meter service—

(i) is capable of informing the retailer of—

A. the number of instances where a pre-payment meter customer has been disconnected; and

B. the duration of each of those disconnections referred to in subclause (b)(i)(A), at least every month,

(ii) is capable of recommencing supply and supply is recommenced as soon as information is communicated to the pre-payment meter that a 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 20 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 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.

9.12 Existing pre-payment meters

A pre-payment meter installed prior to the amendment date will be deemed to comply with the requirements of this Part 9.
PART 10—INFORMATION & 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); and
   (b) 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 its 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 & 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, electricity marketing agents 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.
(4) For the purpose of subclause (2)(b)(iii), a retailer or distributor must, on receipt of a written complaint by a customer—
   (a) acknowledge the complaint within 10 business days; and
   (b) respond to the complaint by addressing the matters in the complaint within 20 business days.

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—REPORTING

13.1 Preparation of an annual report by retailers and distributors
A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the Authority.

13.2 Provision of annual report to the Authority by retailers and distributors
A report referred to in clause 13.1 must be provided to the Authority by the date, and in the matter and form, specified by the Authority.
13.3 Publication of reports by retailers and distributors
(1) A report referred to in clause 13.1 must be published by the date specified by the Authority.
(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.

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) Subject to clause 14.6, if a retailer fails to acknowledge or respond to a complaint within the time frames prescribed in clause 12.1(4), the retailer must pay to the customer $20.
(2) The retailer will only be liable to make 1 payment of $20, pursuant to subclause (1), for each written complaint.

Division 2—Obligations particular to distributors

14.4 Customer service
(1) Subject to clause 14.6, if a distributor fails to acknowledge or respond to a complaint within the time frames prescribed in clause 12.1(4), the distributor must pay to the customer $20.
(2) The distributor will only be liable to make 1 payment of $20, pursuant to subclause (1), for each written 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.