ELECTRICITY INDUSTRY ACT 2004

CODE OF CONDUCT

(For the Supply of Electricity to Small Use Customers)
ELECTRICITY INDUSTRY ACT 2004

CODE OF CONDUCT

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ELECTRICITY INDUSTRY ACT 2004

CODE OF CONDUCT

PART 1—PRELIMINARY

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

1.2 Authority
The Code is made by the Minister under Schedule 3, section 1 of the Act.

1.3 Commencement
(1) The Code comes into operation upon the day it is published in the Government Gazette.
(2) Notwithstanding subclause (1) and only to the extent that these clauses refer to the electricity ombudsman, the clauses referred to in Schedule 1, Table 1 come into operation upon approval by the Minister of the electricity ombudsman scheme under Schedule 3, Division 2 of the Act.
(3) Notwithstanding subclause (1), the clauses referred to in Schedule 1, Table 2 come into operation upon approval by the Minister of the electricity ombudsman scheme under Schedule 3, Division 2 of the Act.
(4) Notwithstanding subclause (1), the clauses referred to in Schedule 1, Table 3 come into operation on 31 March 2005.
(5) Notwithstanding subclause (1), the clauses referred to in Schedule 1, Table 4 come into operation on 30 April 2005.
(6) Notwithstanding subclause (1), the clauses referred to in Schedule 1, Table 5 come into operation on 1 July 2005.

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

1.5 Definitions
In the Code, unless the contrary intention appears—
“Australian Standard” means a standard published by Standards Australia.
“Authority” means the Economic Regulation Authority established under the Economic Regulation Authority Act 2003.
“basic living needs” includes—
(a) rent or mortgage;
(b) other utilities (e.g. gas, phone and water);
(c) food and groceries;
(d) transport (including petrol and car expenses);
(e) childcare and school fees;
(f) clothing; and
(g) medical and dental expenses.
“billing cycle” means the regular recurrent period in which a customer receives a bill from a retailer.

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

[Note: Voluntary, non-profit making organisations and charitable or benevolent organisations are considered to be business customers.]

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

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

“Code” means the Code of Conduct for the Supply of Electricity to Small Use Customers, as approved by the Minister under Schedule 3, Division 1 of the Act, or by the Authority under Part 6 of the Act.

“complaint” has the meaning given to that term in the Australian Standard on Complaints Handling 4269:1995.

[Note: The Australian Standard on Complaints Handling defines complaint as “any expression of dissatisfaction with a product or service offered or provided”.]

“concession” means a concession, rebate, subsidy or grant related to the supply of electricity, including, without limitation, those known as or relating to—
(a) Life Support Equipment Electricity Subsidy Scheme;
(b) Seniors Air Conditioning Rebate;
(c) Supply Charge Rebate;
(d) Dependent Child Rebate;
(e) Account Establishment Fee Rebate; and
(f) Meter Testing Reduced Charges.

[Note: Information on the above concessions can be found on the website of the Department of Community Development.]

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

“Customer Service Charter” means the charter prepared by a retailer or distributor under Part 11.

“date of receipt”, in relation to a notice (including a disconnection warning), means—
(a) in the case of—
   (i) verbal communication, at the time of that communication;
   (ii) hand delivery, on the date of delivery;
   (iii) facsimile or e-mail, on the date on which the sender's facsimile or email facilities recorded that the facsimile or email was successfully transmitted; and
   (iv) the case of post, on the second business day after posting; and
(b) if received after 5:00pm or on a day other than a business day, on the next business day.

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

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

“door to door marketing” means the marketing practice under which —
(a) a marketing representative—
   (i) goes from place to place;
   (ii) makes telephone calls; or
   (iii) uses electronic means,
   seeking out persons who may be prepared to enter, as customers, into contracts; and
(b) the marketing representative or some other marketing representative then or subsequently enters into negotiations with those prospective customers with a view to arranging contracts.

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

[Note: A retailer and a contestable customer who have an electricity and a gas contract do not, by virtue of having those 2 separate energy contracts, have a dual fuel contract.]

“electricity ombudsman” means the ombudsman appointed under the scheme approved by the Minister under Schedule 3, Division 2 of the Act, or by the Authority under Part 7 of the Act.

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

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

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

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

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

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

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

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

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

“marketer” means—
(a) a retailer who engages in marketing; or
(b) an electricity marketing agent, other than a marketing representative.

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

“marketing identification number” means an unique number assigned by a marketer to each marketing representative acting on its behalf.

“marketing representative” means—
(a) a person who is referred to in paragraph (a) of the definition of electricity marketing agent and who is an employee of a retailer; or
(b) a person who is referred to in paragraph (d) of the definition of electricity marketing agent.

“meter” has the meaning given to that term in the Energy Operators (Powers) Act 1979.

“metering agent” means a person responsible for reading the meter on behalf of the distributor.
“metropolitan area” means—
(a) the region described in the Third Schedule to the Metropolitan Region Town Planning Scheme Act 1959; [Note: The Third Schedule to the Metropolitan Region Town Planning Scheme Act 1959 essentially depicts the Perth metropolitan area.]
(b) the local government district of Mandurah;
(c) the local government district of Murray; and
(d) the townsites, as constituted under section 26 of the Land Administration Act 1997, of—
   (i) Albany;
   (ii) Bunbury;
   (iii) Geraldton;
   (iv) Kalgoorlie;
   (v) Karratha;
   (vi) Port Hedland; and
   (vii) South Hedland.

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

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

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

“permitted call times” are—
(a) for the purposes of clauses 2.9 and 2.11 between—
   (i) 9.00 a.m. and 8.00 p.m. Mondays to Fridays (other than public holidays); and
   (ii) 9.00 a.m. and 5.00 p.m. Saturdays;
(b) for the purposes of clause 2.10 between—
   (i) 9.00 a.m. and 7.00 p.m. Mondays to Fridays (other than public holidays); and
   (ii) 9.00 a.m. and 5.00 p.m. Saturdays.

“personal information” has the meaning given to that term in the Privacy Act 1988. [Note: The Privacy Act 1988 defines personal information as “information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion”.

“premises” means premises owned or occupied by a new or existing customer.
[Note: This includes both residential and commercial premises.]

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

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

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

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

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

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

“standard form contract” means a contract that is approved by the Economic Regulation Authority under section 51 of the Act or prescribed by the Minister under section 55 of the Act.

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

“TTY” means telephone typewriter.

“Verifiable Consent” means consent that is given—
(a) expressly;
(b) in writing or orally;
(c) after the marketer or retailer (as appropriate) has in plain language appropriate to that customer disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and
(d) by the customer or a nominated person competent to give consent on the customer’s behalf.
1.6 Application
Subject to clause 1.10, the Code applies to—
(a) customers;
(b) retailers;
(c) distributors; and
(d) electricity marketing agents,
in accordance with Part 6 of the Act.

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

[Note 1: By regulating and controlling the conduct of electricity marketing agents, retailers and distributors, the Code (indirectly) also confers rights upon customers.]

[Note 2: To the extent that other instruments are not inconsistent with the Code, other instruments may also regulate and control the conduct of electricity marketing agents, retailers and distributors. Examples of other applicable laws are the Door to Door Trading Act 1987, the Privacy Act 1988 of the Commonwealth, the Trade Practices Act 1974 of the Commonwealth, the Fair Trading Act 1987, and the Electronic Transactions Act 2003.]

1.8 Objectives
The objectives of the Code are to—
(a) define standards of conduct in the supply and marketing of electricity to customers; and
(b) protect customers from undesirable marketing conduct.

[Note: Ancillary and incidental objectives in the form of notes have been specified for each Part of the Code for explanatory purposes.]

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

[Note: Under Schedule 3 Division 1 of the Act, a Consultative Committee must be established by the Minister to advise the Authority on matters relating to the Code. Furthermore, under Part 6, the Committee must carry out a review of the Code as soon as practicable after the first anniversary of the Code and the expiry of each 2 yearly interval after that anniversary. The Consultative Committee must give any interested person an opportunity to offer comments relevant to the review. The Consultative Committee must prepare a report based on the review and give it to the Authority. The Authority must take the report into consideration and determine whether the Code requires amendment, or repeal and replacement.

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

1.10 Variation from the Code
A retailer and a customer may agree that the following clauses (marked with an asterisk and an annotation throughout) do not apply, or are to be amended in their application, in a non-standard contract—
(a) 4.1;
(b) 4.2;
(c) 5.1(1);
(d) 5.2;
(e) 5.4;
(f) 5.7; and
(g) 8.1.

PART 2—MARKETING
[Note: The objectives of this Part are to—
• protect customers from undesirable marketing conduct;
• ensure that marketers act in accordance with standards necessary to promote and enhance customer confidence in the retail electricity market;
• promote an environment of honesty and fairness within the retail electricity market by defining standards of acceptable marketing behaviour;
• promote effective relationships between customers, marketers, marketing representatives, Government and other industry participants;
• ensure customers have access to the product and service information needed to make informed choices, thereby facilitating entry into contracts;
• protect the privacy of personal information collected by marketers and marketing representatives; and
• the extent practicable, ensure consistency in the marketing of electricity and gas.]
2.1 Marketers to ensure representatives comply with this Part
A marketer must ensure that its marketing representatives comply with this Part.

2.2 Training marketing representatives
(1) A marketer must ensure that each marketing representative acting on its behalf undertakes appropriate training and testing (both before starting marketing and on an ongoing basis) so that each marketing representative understands this Part and has the abilities, knowledge and understanding referred to in subclause (2).
(2) The abilities, knowledge and understanding referred to in subclause (1) are—
(a) knowledge of the provisions of this Part;
(b) the ability to explain the arrangements for competition in electricity supply for customers in Western Australia;
(c) knowledge of the product being marketed, including—
   (i) tariffs, fees and charges, billing procedures and payment methods; and
   (ii) the requirements for eligibility for concessions;
(d) knowledge of the retailer’s obligations to customers experiencing payment difficulties or financial hardship, including the availability of instalment plans;
(e) the ability to clearly explain the terms of each offer that may be made by a marketing representative in relation to a possible contract and to substantiate each claim made in relation to a possible contract;
(f) knowledge of basic contractual rights, including the need for a customer’s agreement to the terms of a contract;
(g) an understanding of what is conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable;
(h) general knowledge of the principles of consumer protection law, including those in the Trade Practices Act 1974 of the Commonwealth, the Privacy Act 1988 of the Commonwealth, the Fair Trading Act 1987 and the Door to Door Trading Act 1987; and
(i) other similar abilities or knowledge that the Authority may require.
(3) A marketer must ensure that each marketing representative acting on its behalf is given a copy of the Code.
(4) A marketer must keep training manuals and records of training undertaken by its marketing representatives.

2.3 Contact details of marketers
(1) A marketer must give its contact details to the Authority and ensure that those contact details are kept up to date.
(2) The contact details are—
(a) the name, business address and telephone number of the marketer; and
(b) the name, business address and telephone number of each retailer (if any) on whose behalf the marketer carries out marketing.
(3) A marketer must give to the Authority on request the name, street address of the place of work and telephone number of each marketing representative acting on its behalf.

2.4 Statement to retailers
(1) If a marketer is not a retailer, the marketer must give a written statement of compliance with this Code to a retailer for each customer—
   (a) that was introduced by the marketer to that retailer; or
   (b) with whom the marketer arranged or facilitated a contract for that retailer.
(2) A marketer must not give a retailer a statement under subclause (1) that is false, misleading or deceptive, in circumstances where the marketer knows, or should have known, it to be false, misleading or deceptive.
(3) The statement under subclause (1) must be given once every 6 months.

Division 2—Contracts

2.5 Entering into contracts
(1) A marketer must, in the course of arranging a standard form contract that is entered into as a result of door to door marketing or a non-standard contract, ensure that the contract is signed by the customer.
[Note: Under the Electronic Transactions Act 2003, any documents or signatures that must be provided under the Code may also be provided electronically (subject to the terms and conditions set out in the Electronic Transactions Act 2003).]
(2) A standard form contract that is not entered into as a result of door to door marketing need not be signed by the customer but the date of the customer entering into the standard form contract must be recorded by the marketing representative.
(3) The terms and conditions of a standard form contract that is not entered into as a result of door to door marketing must be made available to the customer on request at no charge.

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

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

(b) the marketing representative attends at that place—

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

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

[Note: A contract is a “door to door” contract if the contract was entered into at a place other than the marketer’s offices, and if the marketing representative approached the customer without invitation by the customer. Therefore, if a customer contacts a marketer and requests electricity supply, the contract is not a “door to door” contract because the customer initiated the contract.]

(5) For the purposes of subclause (4)(b), in determining whether an invitation is solicited or unsolicited—

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

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

Division 3—Information to be provided to customers

2.6 Information to be given before entering into a contract

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

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

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

[Note: For a standard form contract, the Authority will approve the terms and conditions of the contract. The terms and conditions of a non-standard contract are determined by negotiation between the marketing representative and customer. Although the Authority does not approve the terms and conditions of a non-standard contract, a non-standard contract will be required to comply with the proposed Electricity Industry (Customer Contract) Regulations 2005.]

(c) how and when the terms of the contract will be given to the customer; and

(d) the name of the marketing representative, and the name, address and telephone number of the marketer and, if different, of the retailer.

(2) For a standard form contract that is not entered into as a result of door to door marketing, the marketing representative must obtain and make a record of the customer’s verifiable consent that the information in subclause (1) has been given.

(3) For a standard form contract that is entered into as a result of door to door marketing or a non-standard contract, the marketing representative must obtain the customer’s written acknowledgement that the information in subclause (1) has been given.

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

[Note: To avoid doubt, the following information only has to be given to customers who enter into a new contractual relationship with their retailer. Customers who move address but continue to be supplied under their current contract (generally this will cover a situation where the customer retains their account number) do not have to be provided with this information at the time of relocation.]

(1) A retailer or marketing representative must give the following information to a customer—

(a) how the customer may obtain—

(i) a copy of the contract;

(ii) a copy of the retailer’s Customer Service Charter;

(iii) a copy of the Code; and

(iv) details on all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer;

(b) the scope of the Code;

(c) that a retailer, distributor, marketer and marketing representative must comply with the Code;

(d) the terms of the contract including—

(i) the type and frequency of bills the customer will receive; and

(ii) the payment methods available to the customer;

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

(f) the concessions that may apply to the customer;
(g) the distributor’s 24 hour telephone number for faults and emergencies;
(h) how the customer may access the retailer’s—
   (i) multi-lingual services (in languages reflective of the retailer’s customer base); and
   (ii) TTY services;
(i) how to make an enquiry of, or complaint to, the retailer; and
(j) general information on the safe use of electricity.

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

[Note: Subclause (4) furthermore requires a marketing representative to inform a customer that if electricity is supplied to the customer before the end of the cooling-off period and the customer rescinds the contract during that period, the customer will be liable for any electricity consumed.]

(2) For a standard form contract that is not entered into as a result of door to door marketing, the information in subclause (1) must be given no later than with the customer’s first bill.

[Note: If the information is given with the first bill, the retailer may also opt to place some of the information on the customer’s bill.]

(3) For a standard form contract that is entered into as a result of door to door marketing or a non-standard contract—
   (a) the information in subclause (1) and a copy of the contract must be given before the customer has entered into the contract;
   (b) the marketing representative must obtain the customer’s written acknowledgement that the information in subclause (1) has been given.

(4) If a contract is subject to a cooling-off period, the marketing representative must inform the customer that—
   (a) if electricity is supplied to the customer before the end of the cooling-off period; and
   (b) if the customer rescinds the contract during that period, the customer will be liable for the electricity and any other services supplied to the customer, and any other charges in accordance with the contract.

[Note: A standard form contract that is entered into as a result of door to door marketing and a non-standard contract have a cooling-off period of 10 days.]

Division 4—Marketing Conduct

2.8 Standards of Conduct
(1) A marketing representative must not, when marketing, engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable.
(2) A marketing representative must not exert undue pressure on a customer, nor harass or coerce a customer.
(3) A marketing representative must ensure that the inclusion of concessions is made clear to customers and any prices that exclude concessions are disclosed.
(4) A marketing representative must give a customer on request the contact details of the marketer.
(5) A marketing representative must ensure that all standard form contracts that are entered into as a result of door to door marketing and all non-standard contracts are in writing.
(6) A marketing representative must not represent that a non-standard contract is a standard form contract to a customer.
(7) A marketer must ensure that any comparisons and claims made by a retailer are timely, accurate and verifiable.
(8) A marketer must ensure that a customer is able to contact the marketer on the marketer’s telephone number during the normal business hours of the marketer for the purposes of enquiries, verifications and complaints.

2.9 Marketing by telephone
(1) A marketing representative who makes a telephone call must, as soon as practicable, tell the customer—
   (a) his or her first name;
   (b) his or her marketing identification number;
   (c) the name of the marketer and, if different, of the retailer on whose behalf the call is being made; and
   (d) the purpose of the call,
and, after having identified the purpose of the call, ask if the customer wishes to proceed further.
(2) Notwithstanding subclause (1), a marketing representative must provide a customer on request with—
   (a) his or her marketing identification number; and
   (b) the complaints telephone number of the marketer and, if different, of the retailer on whose behalf the call is being made.
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(3) If, during a telephone call, a customer indicates that the customer wishes to end the conversation, a marketing representative must—
(a) end the conversation as soon as practicable; and
(b) not attempt to contact the customer for the purposes of marketing for the next 30 days unless the customer agrees otherwise.

(4) Unless requested by a customer, a marketing representative must not make a telephone call outside the permitted call times.

(5) A marketing representative must ensure that a telephone call does not continue for more than 15 minutes past the end of the permitted call times without the customer’s verifiable consent.

(6) A marketer must keep the following records about each telephone call made on behalf of the marketer—
(a) the name and telephone number of the customer;
(b) the name of the or each marketing representative who made or was involved in the call; and
(c) the date and time of the call.

(7) In this clause—
“telephone call” means a telephone call made by a marketing representative to a customer for the purposes of marketing.

2.10 Marketing at customer’s premises

(1) A marketing representative who visits a customer must, as soon as practicable, tell the customer—
(a) his or her first name;
(b) the name of the marketer and, if different, of the retailer on whose behalf the visit is being made; and
(c) the purpose of the visit,
and, after having identified the purpose of the visit, ask if the customer wishes to proceed further.

(2) A marketing representative who visits a customer must, as soon as practicable, offer the customer the following information in writing–
(a) the information under subclauses (3)(a), (c) and (d);
(b) the marketer’s business address and Australian Business or Company Number; and
(c) the complaints telephone number of the marketer and, if different, of the retailer on whose behalf the visit is being made.

[Note: The information specified under subclause (2) may, for example, be given to a customer in the form of a business card.]

(3) A marketing representative who visits a customer must, while at the premises, wear a clearly visible and legible identity card that shows—
(a) his or her first name;
(b) his or her photograph;
(c) his or her marketing identification number; and
(d) the name of the marketer and, if different, of the retailer on whose behalf the visit is being made.

(4) If, while a marketing representative is visiting a customer, a customer indicates that the customer wishes to end the conversation or wishes the marketing representative to leave, the marketing representative must—
(a) leave the premises as soon as practicable; and
(b) not attempt to contact the customer for the purposes of marketing for the next 30 days unless the customer agrees otherwise.

(5) Unless requested by a customer, a marketing representative must not visit a customer outside the permitted call times.

(6) A marketing representative must not remain at a premises for the purposes of marketing for more than 15 minutes past the end of the permitted call times without the customer’s verifiable consent.

(7) A marketer must keep the following records about each visit made on behalf of the marketer—
(a) the name of the customer and the address of the premises;
(b) the name of the or each marketing representative who visited the customer; and
(c) the date and time of the visit.

(8) In this clause—
“visit” means to visit a premises for the purposes of marketing.

2.11 Marketing by personal contact other than at customer’s premises

(1) A marketing representative who meets a customer must, as soon as practicable, tell the customer—
(a) his or her first name;
(b) the name of the marketer and, if different, of the retailer on whose behalf the marketing is being carried out; and
(c) the purpose of the contact,

and, after having identified the purpose of the contact, ask if the customer wishes to proceed further.

(2) A marketing representative who meets a customer must, as soon as practicable, offer the customer the following information in writing—
(a) the information under subclause (3)(a), (c) and (d);
(b) the marketer's business address and Australian Business or Company Number; and
(c) the complaints telephone number of the marketer and, if different, of the retailer on whose behalf the marketing is being carried out.

(3) A marketing representative who meets a customer must, while meeting the customer, wear a clearly visible and legible identity card that shows—
(a) his or her first name;
(b) his or her photograph;
(c) his or her marketing identification number; and
(d) the name of the marketer and, if different, of the retailer on whose behalf the marketing is being carried out.

(4) Unless requested by a customer, a marketing representative must not meet a customer outside the permitted call times.

(5) A marketing representative must ensure that a meeting between a marketing representative and a customer does not continue for more than 15 minutes past the end of the permitted call times without the customer's verifiable consent.

(6) If a customer who is met by a marketing representative gives the marketing representative his or her name and address, the marketer must keep the following records about the meeting with the customer—
(a) the name and address of the customer;
(b) the name of the or each marketing representative who met the customer; and
(c) the location, date and time of the meeting.

(7) In this clause—
“meet” means to meet for the purposes of marketing other than at the customer's premises.

2.12 Marketing by electronic means

(1) A marketing representative who contacts or attempts to contact a customer must give the customer the following information—
(a) his or her first name;
(b) his or her marketing identification number;
(c) the marketer's e-mail address or other means of electronic contact;
(d) the name, business address and Australian Business or Company Number of the marketer and, if different, of the retailer on whose behalf the marketing is being carried out;
(e) the purpose of the marketing;
(f) the complaints telephone number of the marketer and, if different, of the retailer; and
(g) a statement that acceptance of the offer will result in a contractual relationship between the customer and the retailer.

(2) If a customer indicates that the customer does not wish to proceed, then the marketer must not attempt to contact the customer for the purpose of marketing for the next 30 days, unless the customer agrees otherwise.

(3) A marketer must keep the following records about each contact or attempted contact of a customer—
(a) the e-mail address of the customer;
(b) the date and time of the contact or attempted contact; and
(c) any correspondence between the customer and the marketer.

(4) In this clause—
“contact” means to contact for the purposes of marketing using electronic means.
“electronic means” means the internet, email, facsimile or other similar means but does not include the telephone.

2.13 Conduct when a customer does not wish to be contacted

(1) If a customer who has been contacted by a marketing representative for the purposes of marketing requests not to be contacted again on behalf of the marketer, the marketer must use reasonable endeavours to ensure that the customer is not contacted on behalf of the marketer in relation to the supply of electricity by the retailer for whom the marketing was carried out for the next 2 years.

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

(4) A marketer must provide the customer on request with written confirmation that the customer will not be contacted by or on behalf of the marketer in relation to the supply of electricity by the retailer for whom the marketing was carried out for the next 2 years.

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

[Note: Such notices may include, “No junk mail” or “No canvassing” signs.]

Division 5—Miscellaneous

2.14 Collection and use of personal information

(1) A marketer or marketing representative must not collect or use personal information in the course of marketing except for the marketing purposes of the retailer who is carrying out the marketing or on whose behalf the marketing is being carried out.

(2) When collecting personal information, a marketer or marketing representative must collect personal information directly from the customer to whom it relates, unless—

(a) the customer has given written consent to the information being collected from a particular third party; or

(b) the information to be collected relates to the customer’s credit history.

(3) A marketer or marketing representative must not disclose personal information, collected by or on behalf of the marketer for marketing purposes, to another person (other than the retailer for whom the marketing was carried out) unless—

(a) the customer to whom the information relates has given written consent to the particular disclosure;

(b) the disclosure is required by law; or

(c) the disclosure is required for the purposes of the investigation of any suspected offence or the conduct of proceedings against any customer for an offence.

(4) A marketer must use reasonable endeavours to protect personal information held by the marketer from misuse, loss, unauthorised access or modification.

(5) A marketer who holds personal information that relates to a customer must give the customer the opportunity, on request, to review the information and correct any errors in it.

(6) If a marketer is prevented by law from giving a customer the opportunity to review the information, the marketer must give the customer reasons why the customer cannot review the information.

(7) A marketer must keep a record of each consent given by a customer for the purposes of subclause (2)(a) or (3)(a).

(8) A marketer and a marketing representative must comply with the National Privacy Principles set out in Schedule 3 of the Privacy Act 1988 of the Commonwealth (to the extent to which they are not inconsistent with this Part).

2.15 Compliance

(1) A marketer (other than a retailer) who contravenes a provision of the Code commits an offence. Penalty—

(a) for an individual, $5 000;

(b) for a body corporate, $20 000.

(2) A marketing representative who contravenes a provision of this Part commits an offence. Penalty: $5 000

(3) If an electricity marketing agent of a retailer contravenes a provision of this Part, the retailer commits an offence. Penalty—

(a) for an individual, $5 000;

(b) for a body corporate, $20 000.

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

2.16 Presumption of authority

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

(a) a retailer; or

(b) an electricity marketing agent,

is to be taken, unless the contrary is proved, to have been employed or authorised by the retailer or electricity marketing agent to carry out that activity.
PART 3—CONNECTION

[Note: The objective of this Part is to—
• ensure that a retailer forwards a customer’s application for connection to the relevant distributor promptly.]

3.1 Obligation to forward connection application

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

(2) Unless the customer agrees otherwise, a retailer must forward the customer’s request for connection to the relevant distributor—
(a) that same day, if the request is received before 3pm on a business day; or
(b) the next business day, if the request is received after 3pm or on a Saturday, Sunday or public holiday in Western Australia.

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

[Note: The proposed Electricity Industry (Obligation to Connect) Regulations 2004 provide additional regulations in relation to the obligation upon a distributor to energise and connect a premises. These regulations, for example, specify the time frames within which energisation must occur, or connections must be established.]

PART 4—BILLING

[Note: The objectives of this Part are to—
• protect customers by ensuring that they have manageable billing cycles; and
• protect customers by ensuring, whenever possible, that bills are based upon actual meter readings, except in prescribed circumstances.]

Division 1—Billing cycles

4.1 Billing cycle*

[Note: This clause 4.1 may be varied in a non-standard contract.]

A retailer must issue a bill—
(a) no more than once a month, unless the retailer has—
   (i) obtained a customer’s verifiable consent to issue bills more frequently; or
   (ii) given the customer—
      A. a reminder notice in respect of three consecutive bills; and
      B. notice as contemplated under clause 4.2; and
(b) no less than once every three months, unless the retailer has obtained a customer’s verifiable consent to issue bills less frequently.

[Note: This clause ensures that a customer will receive a bill once every one to three months. A retailer therefore has the discretion to (for example) choose a monthly, bimonthly or quarterly billing cycle.]

4.2 Shortened billing cycle*

[Note 1: This clause 4.2 may be varied in a non-standard contract.]

[Note 2: Clause 4.1(a)(ii) allows a retailer to place a customer on a shortened billing cycle if the customer has been given a reminder notice for three consecutive bills. Clause 4.2 regulates a retailer’s conduct when placing a customer on a shortened billing cycle under clause 4.1(a)(ii).]

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

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

[Note: In those circumstances, the retailer must follow the procedures set out in Part 6.]
(3) If, after giving notice as required under clause 4.1(a)(ii)(B), a retailer decides to shorten the billing cycle in respect of a customer, the retailer must give the customer written notice of that decision within 10 business days of making that decision.

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

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

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

4.3 How bills are issued

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

[Note: “another address” may, for example, include an e-mail address.]

Division 2—Contents of a Bill

4.4 Particulars on each bill

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

(a) the date of the current meter reading or estimate;
(b) the current meter reading or estimate;
(c) total consumption, or estimated consumption;
(d) the number of days covered by the bill;
(e) the dates on which the account period begins and ends;
(f) the relevant tariffs;
(g) the amount of any other fees or charges and details of the service provided;
(h) a reference to any concessions that the customer may be eligible to receive;
(i) the amount of any concessions provided to the customer (other than a rebate relating to air conditioning);

[Note: The rebate relating to air conditioning will continue to be provided to customers. However, the exact amount of the rebate will not be included on the bill, but will be provided separately to customers.]

(j) if applicable, a statement on the bill that an additional fee may be imposed to recover the costs of a late payment from a customer and an explanation as to how the customer can avoid this fee;
(k) average daily cost of electricity consumption;
(l) average daily consumption;
(m) a meter identification number (clearly placed on the part of the bill that is retained by the customer);
(n) the amount due;
(o) the due date;
(p) a summary of the payment methods;

[Note: The minimum payment methods are specified in clause 5.2.]

(q) a statement advising the customer that assistance is available if the customer is experiencing problems paying the bill;
(r) a telephone number for billing and payment enquiries;
(s) a telephone number for complaints;
(t) contact details for the electricity ombudsman;
(u) the distributor’s 24 hour telephone number for faults and emergencies;
(v) the supply address and any relevant mailing address;
(w) the customer’s name and account number;
(x) the amount of arrears or credit;
(y) if applicable and not included on a separate statement—

(i) payments made under an instalment plan; and
(ii) the total amount outstanding under the instalment plan;
(z) advice about the availability of multi-lingual services (in languages reflecting the retailer’s customer base);
(aa) the retailer’s telephone number for TTY services; and
(bb) to the extent that the data is available, a graph or bar chart illustrating the customer’s amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year.
(2) Notwithstanding subclause (1)(bb), a retailer is not obliged to include a graph or bar chart on the bill if the bill is not—
   (a) indicative of the customer’s actual consumption; or
   (b) based upon a meter reading.

[Note: This addresses such situations as a bill for streetlighting (where the customer is billed for a contracted amount, so no variation occurs), a dishonour bill (where a cheque has bounced) or a group bill (where the master account is billed monthly, but the member accounts may vary).]

(3) If a retailer identifies a historical debt and wishes to bill the customer for that historical debt, the retailer must advise the customer of—
   (a) the amount of the historical debt; and
   (b) the basis of the historical debt,
before, with or on the customer’s next bill.

[Note: This clause aims to ensure that a retailer does not add a historical debt to the current amount due without informing the customer.]

Division 3—Basis of Bill

4.5 Basis of bill
(1) Subject to clause 4.7, a retailer must base a customer’s bill on—
   (a) the distributor’s or metering agent’s reading of the meter at the customer’s supply address, or
   (b) the customer’s reading of the meter at the customer’s supply address, provided the customer agreed with the retailer that the meter will read the purpose for the purpose of determining the amount due.

[Note: To reduce the risk of a meter reading error, the Code requires all meters to be read by the distributor or a metering agent. However, a retailer may also request a customer to read their own meter (for example, if the customer is located in a remote area or if the customer refuses access to the meter). A customer is not obliged to read the meter on behalf of the retailer (subclause (1)(b)) requires the customer’s agreement].

(2) Prior to a customer reading a meter under subclause (1)(b), the retailer must give the customer information that explains in clear, simple and concise language how to read a meter correctly.

4.6 Frequency of meter readings
A retailer must use its best endeavours to ensure that metering data is obtained in accordance with clause 4.5, as frequently as is required to prepare a bill and, in any event, at least once every twelve months.

4.7 Estimations
(1) If a retailer is unable to reasonably base a bill on a reading of the meter at a customer’s supply address, the retailer must give the customer an estimated bill.

(2) A retailer must base an estimated bill under subclause (1) on—
   (a) the amount of electricity used by the customer in the same period of the prior year;
   (b) the average usage of electricity by a comparable class of customers, if the customer does not have a prior billing history;
   (c) the customer’s reading of the meter; or
   (d) a test of the meter.

(3) If a retailer bases a bill upon an estimation, the retailer must—
   (a) specify in a visible and legible manner on the customer’s bill that it has done so;
   (b) advise the customer that the—
      (i) retailer will tell the customer on request—
         A. the basis of the estimation; and
         B. the reason for the estimation; and
      (ii) customer may request a meter reading.

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

4.8 Adjustments to subsequent bills
If a retailer gives a customer an estimated bill and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading.

4.9 Customer may request meter reading
If a retailer has based a bill upon an estimation because the customer failed to provide access to the meter and the customer—
   (a) subsequently requests the retailer to replace the estimated bill with a bill based on an actual reading of the customer’s meter;
(b) pays the retailer’s reasonable charge for reading the meter (if any); and
(c) provides due access to the meter,
the retailer must use its best endeavours to do so.

Division 4—Meter testing

4.10 Customer requests testing of meters or metering data
If a customer—
(a) requests the meter to be tested; and
(b) pays the retailer’s reasonable charge for testing the meter (if any),
the retailer must request the distributor or metering agent to test the meter.
[Note: A retailer may require a customer to pay in advance the retailer’s (and, where appropriate, the distributor’s or metering agent’s) reasonable charge for testing the meter. If the meter is found to be defective, the charge will be refunded to the customer.]

Division 5—Alternative Tariffs

4.11 Customer applications
(1) If a retailer offers alternative tariffs and a customer—
(a) applies to receive an alternative tariff; and
(b) demonstrates to the retailer that the customer satisfies all of the conditions relating to eligibility for the alternative tariff,
the retailer must change the customer to the alternative tariff within 10 business days of the customer satisfying those conditions.
(2) For the purposes of subclause (1), the effective date of change will be—
(a) the date on which the last meter reading at the previous tariff is obtained; or
(b) the date the meter adjustment is completed, if the change requires an adjustment to the meter at the customer’s supply address.
[Note: “Alternative tariffs” refers to tariffs other than the tariff under which the customer is currently supplied electricity.]

4.12 Written notification of a change to an alternative tariff
If—
(a) a customer’s electricity use at the customer’s supply address changes or has changed; and
(b) the customer is no longer eligible to continue to receive an existing, more beneficial tariff,
the retailer must, prior to changing the customer to the tariff applicable to the customer’s use of electricity at that supply address, give the customer written notice of the proposed change.
[Note: A retailer therefore does not have to notify a customer in writing if the change in tariff benefits the customer.]

4.13 Overcharging or undercharging as result of change in electricity use
(1) If a retailer has undercharged a customer as a result of a change in the customer’s electricity use at the customer’s supply address, the period for which the retailer may recover any amounts undercharged is limited to 12 months prior to the date on which the retailer notified the customer under clause 4.12.
[Note: Also see clause 4.17 which sets out the general requirements in the event a customer has been undercharged.]
(2) If a retailer has overcharged a customer as a result of a change in the customer’s electricity use at the customer’s supply address, the retailer must repay the customer the amount overcharged.
[Note: Also see clause 4.18 which sets out the general requirements in the event a customer has been overcharged.]

Division 6—Final bill

4.14 Request for final bill
(1) If a customer requests the retailer to issue a final bill at the customer’s supply address, the retailer must use reasonable endeavours to arrange for that bill in accordance with the customer’s request.
[Note: This clause intends to address circumstances such as where a customer changes premises. The clause is not exhaustive. It, for example, does not intend to address finalisation of a bill where a customer transfers from one retailer to another retailer. In that event, the new retailer could also make the request.]
(2) If the customer’s account is in credit at the time the customer requests a final bill under subclause (1), the retailer must repay the amount to the customer.
[Note: A customer’s account could, for example, be in credit as a result of the customer making advance payments under clause 5.4.]
4.15 Review of bill

Subject to a customer—

(a) paying—

(i) that portion of the bill under review that the customer and a retailer agree is not in dispute; or

(ii) an amount equal to the average amount of the customer's bills over the previous 12 months (excluding the bill in dispute), whichever is less; and

(b) paying any future bills that are properly due,

a retailer must review the customer's bill on request by the customer.

4.16 Procedures following a review of a bill

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

(a) correct, the retailer—

(i) may require a customer to pay the unpaid amount;

(ii) must advise the customer that the customer may request the retailer to arrange a meter test in accordance with applicable law; and

(iii) must advise the customer of the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes,

or

(b) incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18.

(2) The retailer must inform a customer of the outcome of the review as soon as practicable, but, in any event, within 20 business days from the date of receipt of the request for review under clause 4.15.

4.17 Under Charging

(1) This clause 4.17 applies whether the undercharging became apparent through a review under clause 4.15 or otherwise.

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

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

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

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

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

(3) In this clause—

"undercharging" includes, without limitation, failure to issue a bill.

[Note: Where undercharging occurred as a result of an act or omission by a customer, clause 4.17 does not apply. For example if a customer illegally obtains electricity, the retailer may estimate the amount of electricity so obtained and bill the customer for that amount for a period longer than the last 12 months.]

4.18 Overcharging

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

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

(a) credited to the customer's account; or

(b) repaid to the customer.

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

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

[Note: This clause 4.18 also applies if a customer has vacated the supply address.]

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

5.1 Due dates for payment*
[Note: This clause 5.1(1) may be varied in a non-standard contract.]
(1) The due date on a bill must be at least 12 business days from the date of that bill.
(2) Unless a retailer specifies a later date, the date of dispatch is the date of the bill.

5.2 Minimum payment methods*
[Note: This clause 5.2 may be varied in a non-standard contract.]
(1) A retailer must offer a customer at least the following payment methods—
   (a) in person at one or more payment outlets located within the Local Government District of the customer's supply address;
   (b) by mail;
   (c) by Centrepay;
   (d) electronically by means of BPay or credit card; and
   (e) by telephone by means of credit card.
(2) All electronic payment arrangements must comply with the Electronic Funds Transfer Code of Conduct.

5.3 Direct debit
If a retailer offers the option of payment by direct debit to a customer, the retailer must, prior to the direct debit commencing, obtain the customer's verifiable consent, and agree with the customer—
   (a) wherever possible, the amount to be debited;
   (b) the date and frequency of the direct debit;
   (c) that the customer may at any time cancel the direct debit authority by notifying the relevant financial institution and the retailer; and
   (d) that, if the customer at any time cancels the direct debit authority by notifying the retailer and the relevant financial institution, the retailer acknowledges that the direct debit no longer applies.

5.4 Payment in advance*
[Note: This clause 5.4 may be varied in a non-standard contract.]
(1) A retailer must accept payment in advance from a customer on request.
(2) Acceptance of an advance payment by a retailer will not require the retailer to credit any interest to the amounts paid in advance.
(3) Subject to clause 6.9, a retailer may, for the purposes of subclause (1), determine a minimum amount for which the retailer will accept advance payments.
[Note: For residential customers experiencing financial hardship, the minimum amount must be determined in consultation with relevant consumer representative organisations. See clause 6.9.]

5.5 Absence or illness
If a residential customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer the residential customer on request redirection of the residential customer's bill to a third person at no charge.
[Note: Redirection of the bill does not result in a change of liability for the bill.]

5.6 Late payments
(1) A retailer must not charge a residential customer a late payment fee if—
   (a) the residential customer who receives a concession, provided the residential customer did not receive two or more reminder notices within the previous twelve months; or
   (b) the residential customer and the retailer have agreed to—
      (i) a payment extension under Part 6, and the residential customer pays the bill by the agreed (new) due date; or
      (ii) an instalment plan under Part 6, and the residential customer is making payments in accordance with the instalment plan.
(2) If a retailer has charged a residential customer a late payment fee, the retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice.
(3) A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill.

5.7 Vacating a supply address*
[Note: This clause 5.7 may be varied in a non-standard contract.]
(1) Subject to—
   (a) subclauses (2) and (4);
   (b) the customer giving the retailer notice; and
(c) the customer vacating the supply address at the time specified in the notice, a retailer must not require a customer to pay for electricity consumed at the customer's supply address from—
   (i) the date the customer vacated the supply address, if the customer gave at least 3 business days notice; or
   (ii) five days after the customer gave notice, in any other case.

(2) When undertaking the assessment required by subclause (1), a retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date the retailer gave the notice. However, if the customer has vacated the supply address and the remaining occupants continue to consume electricity at the customer's supply address, the 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

(3) For the purposes of subclauses (1) and (2), notice is given if a customer—
   (a) informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address; and
   (b) gives the retailer a forwarding address to which a final bill may be sent.

(4) Notwithstanding subclauses (1) and (2), if—
   (a) a retailer and a customer enter into a new contract for the supply address, a retailer must not require the previous customer to pay for electricity consumed at the customer's supply address from the date that the new contract becomes effective;
   (b) another retailer becomes responsible for the supply of electricity to the supply address, the previous retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date that the other retailer becomes responsible; and
   (c) the supply address is disconnected, the retailer must not require the customer to pay for electricity consumed at the customer's supply address from the date that disconnection occurred.

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

5.8 Debt collection

(1) A retailer must comply with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the Trade Practices Act 1974 of the Commonwealth.

(2) A retailer must not commence proceedings for recovery of a debt—
   (a) from a residential customer who has informed the retailer in accordance with clause 6.1(1) that the residential customer is experiencing payment difficulties or financial hardship, unless and until the retailer has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and
   (b) while a residential customer continues to make payments under an alternative payment arrangement under Part 6;

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

[Note: A retailer will therefore not be able recover the debt from any remaining occupants with whom the retailer does not have a contractual relationship. However, if the customer has vacated the supply address and the remaining occupants continue to consume electricity, the remaining occupants will—under the proposed Electricity Industry (Default Supplier) Regulations 2005—be deemed to have entered into a default contract with the retailer. A retailer may therefore recover from the remaining occupants any payments that became due after the customer vacated the supply address.]

PART 6—PAYMENT DIFFICULTIES & FINANCIAL HARDSHIP

[Note: The objectives of this Part are to—
   • protect disadvantaged customers by ensuring that retailers assist such customers; and
   • ensure that retailers develop and implement transparent hardship policies.]

Division 1—Assessment of financial situation

6.1 Assessment

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

(2) When undertaking the assessment required by subclause (1), a retailer must give reasonable consideration to—
   (a) information—
      (i) given by the residential customer; and
      (ii) requested or held by the retailer; or
   (b) advice given by an independent financial counsellor or relevant consumer representative organisation.
(3) A retailer must advise a residential customer on request of the details of an assessment carried out under subclause (1).

(4) In this clause—

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

[Note: The definition of “payment problems” aims to ensure that the assistance provided under this Part is not only available to customers who have trouble paying their current bills, but also to customers who have trouble paying any historical debt.]

6.2 Temporary suspension of actions

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

(a) requests a temporary suspension of actions; and

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

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

(2) A temporary suspension of actions must be for at least 10 days.

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

(4) In this clause—

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

6.3 Assistance to be offered

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

(a) payment difficulties, the retailer must—

(i) offer the residential customer the alternative payment arrangements referred to in clause 6.4(1); and

(ii) advise the residential customer that additional assistance may be available if, due to financial hardship, the residential customer would be unable to meet its obligations under an agreed alternative payment arrangement;

[Note: A retailer does not have to specify the particulars of the additional assistance available under clauses 6.5 to 6.9, but should make a customer aware that more help may be available if necessary.] or

(b) financial hardship, the retailer must offer the residential customer—

(i) the alternative payment arrangements referred to in clause 6.4(1); and

(ii) assistance in accordance with clauses 6.6 to 6.9.

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

[Note: For example, if a customer fails to provide a retailer with information under clause 6.1(2)(a)(i).]

Division 2—Residential customers experiencing payment difficulties or financial hardship

6.4 Alternative payment arrangements

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

(a) additional time to pay a bill; and

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

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

(a) take into account information about the residential customer’s usage needs and capacity to pay when determining the period of the plan and calculating the amount of the instalments;

(b) specify the period of the plan;

(c) specify the number of instalments;

(d) specify the amount of the instalments which will pay the residential customer’s arrears (if any) and estimated consumption during the period of the plan;

(e) specify how the amount of the instalments is calculated;

(f) specify that due to seasonal fluctuations in the residential customer’s usage, paying in instalments may result in the residential customer being in credit or debit during the period of the plan;
(g) have in place fair and reasonable procedures to address payment difficulties a residential customer may face while on the plan; and

(h) make provision for re-calculation of the amount of the instalments where the difference between the residential customer's estimated consumption and actual consumption may result in the residential customer being significantly in credit or debit at the end of the period of the plan.

[Note: With regard to those residential customers who are experiencing financial hardship and, due to a change in circumstances, are unable to meet their obligations under the agreed instalment plan, clause 6.7 requires the retailer to consider a request for amendment of the initial instalment plan.]

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

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

Division 3—Assistance available to residential customers experiencing financial hardship

6.5 Definitions
In this division—

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

Subdivision 1—Specific assistance available

6.6 Reduction of fees, charges and debt
A retailer must give reasonable consideration to a request by a customer, or a relevant consumer representative organisation, for a reduction of the customer's fees, charges or debt.

[Note: A retailer may determine on a case-by-case basis whether the retailer will grant such a request. The guidelines on debt reduction (to be developed under clause 6.10) are intended to provide a retailer's staff with further guidance in this regard.]

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

(a) offering the customer an instalment plan, if the customer had previously elected a payment extension under clause 6.4(1)(a); or

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

[Note: This clause requires a retailer to offer to make amendments to a previously elected alternative payment arrangement under clause 6.4(1) if the customer demonstrates to the retailer that the customer is unable to (continue to) meet its obligations under the payment arrangement.]

6.8 Provision of information
A retailer must advise a customer of the—

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

[Note: Redirection of the bill does not result in a change of liability for the bill.]

(b) payment methods available to the customer;

[Note: For example, “Centrepay” and “payment in advance”.]

(c) concessions available to the customer;

(d) different types of meters available to the customer;

(e) energy efficiency information available to the customer, including the option to arrange for an energy efficiency audit; and

[Note: If a retailer does not conduct audits itself, it may refer the customer to a third party (for example an accredited assessor or the Western Australian Sustainable Energy Development Office.)]

(f) independent financial and other relevant counselling services available to the customer.

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

[Note: Clause 5.4 allows a residential customer to make payments in advance. A retailer may, however, under clause 5.4(3) determine a minimum amount for which payments in advance may be made. To ensure that this amount is reasonable for residential customers in financial hardship, clause 6.9 requires a retailer to consult with relevant consumer representative organisations when determining the amount that will apply to residential customers in financial hardship. To avoid doubt, a retailer may therefore apply a different minimum amount for residential customers in financial hardship, as for those who are not.]
Subdivision 2—Hardship policy

6.10 Obligation to develop hardship policy

(1) A retailer must develop a hardship policy to assist customers in meeting their financial obligations and responsibilities to the retailer.

(2) The hardship policy must—

(a) be developed in consultation with relevant consumer representative organisations;

(b) provide for the training of staff on a retailer's obligations to customers;

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

(d) include guidelines—

(i) that—

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

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

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

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

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

(v) on the recovery of debt.

(3) A retailer must give a customer, financial counsellor or relevant consumer representative organisation on request details of the hardship policy at no charge.

(4) A retailer must keep a record of—

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

(b) the date the hardship policy was established;

(c) the dates the hardship policy was reviewed; and

(d) the dates the hardship policy was amended.

Division 4—Business customers experiencing payment difficulties

6.11 Alternative payment arrangements

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

PART 7—DISCONNECTION

[Note: The objectives of this Part are to—

• protect customers by ensuring that customers are given due notice of any intention on the part of the retailer or distributor to disconnect the customer prior to physical disconnection;

• protect disadvantaged customers by ensuring that such customers are advised of and have access to any alternative payment arrangements and, where applicable, concessions prior to disconnection; and

• delineate the respective responsibilities of retailers and distributors with respect to disconnection.]

Division 1—Conduct in relation to disconnection

[Note: The Energy Operators (Powers) Act 1979 and the Electricity Act 1945 provide for a number of disconnection grounds, such as failure to pay bill, denying access to the meter, illegal use of electricity, and emergency reasons. The following clauses regulate a retailer's and distributor's conduct in relation to disconnection for the abovementioned reasons.]

Subdivision 1—Disconnection for failure to pay bill

7.1 General requirements

(1) Prior to arranging for disconnection of the customer's supply address for failure to pay a bill, a retailer must—

(a) give the customer a reminder notice, not less than 13 business days from the date of dispatch of the bill, including—

(i) the retailer's telephone number for billing and payment enquiries; and

(ii) advice on how the retailer may assist in the event the customer is experiencing payment difficulties or financial hardship;

(b) use its best endeavours to contact the customer;
(c) give the customer a disconnection warning, not less than 18 business days from the date of dispatch of the bill, advising the customer—
(i) that the retailer may disconnect the customer on a day no sooner than 5 business days after the date of receipt of the disconnection warning; and
(ii) of the existence and operation of complaint handling processes including the existence and operation of the electricity ombudsman.

[Note: Under clause 5.1, 7.1 and 7.2, a retailer must adopt the following minimum timeframes for due dates, sending out reminder notices and disconnection warnings, and, ultimately, physical disconnection—

<table>
<thead>
<tr>
<th>Event</th>
<th>Timeframe</th>
</tr>
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<tbody>
<tr>
<td>Dispatch of bill</td>
<td>12 B/D</td>
</tr>
<tr>
<td>Due date</td>
<td>1 B/D</td>
</tr>
<tr>
<td>Dispatch reminder notice</td>
<td>5 B/D</td>
</tr>
<tr>
<td>Dispatch disconnection warning</td>
<td>5 B/D</td>
</tr>
<tr>
<td>Expiry period referred to in disconnection warning</td>
<td>1 B/D</td>
</tr>
<tr>
<td>Physical disconnection</td>
<td></td>
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</tbody>
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Therefore, a customer cannot be disconnected for at least 24 business days from the date of despatch of a bill. This period may be extended if the retailer determines, in accordance with Part 6, that a customer is experiencing payment difficulties or financial hardship.]

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

7.2 Limitations on disconnection for failure to pay bill
(1) Notwithstanding clause 7.1, a retailer must not arrange for the disconnection of a customer’s supply address for failure to pay a bill—
(a) within 1 business day after the expiry of the period referred to in the disconnection warning;
[Note: This paragraph aims to prevent disconnection where a customer has paid the bill before the expiry of the period referred to in the disconnection warning, but the retailer has not received the payment in time for administrative reasons.]
(b) if the retailer has made the residential customer an offer in accordance with clause 6.4(1) and the residential customer has—
(i) accepted the offer before the expiry of the period specified by the retailer in the disconnection warning; and
(ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the retailer in the disconnection warning;
(c) if the amount outstanding is less than an amount approved and published by the Authority in accordance with subclause (2) and the customer has agreed with the retailer to repay the amount outstanding;
(d) if the customer has made an application for a concession and a decision on the application has not yet been made;
(e) if the customer has failed to pay an amount which does not relate to the supply of electricity; or
(f) if the supply address does not relate to the bill (unless the customer has failed to make payments relating to an outstanding debt for a supply address previously occupied by the customer).
[Note: If a customer has several accounts (for example, a residential and a business account) and fails to pay one account, a retailer may not disconnect a customer’s residential supply address which relates to another account. There is, however, one exception. If the customer has an outstanding debt relating to a previous supply address, the retailer may disconnect the customer’s current supply address if the customer fails to repay the outstanding debt.]

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

7.3 Dual fuel contracts
If a retailer and a customer have entered into—
(a) a dual fuel contract; or
(b) separate contracts for the supply of electricity and the supply of gas, under which—

(i) a single bill for energy is; or

(ii) separate, simultaneous bills for electricity and gas are,

issued to the customer,

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

Subdivision 2—Disconnection for denying access to meter

7.4 General requirements

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

(a) the customer has denied access for at least 12 consecutive months;

(b) the retailer has, prior to giving the customer a disconnection warning under subclause (f), given the customer in writing 5 business days notice requesting access to the meter at the supply address and advising of the retailer's ability to arrange for disconnection;

(c) the retailer has given the customer an opportunity to provide reasonable alternative access arrangements;

(d) where appropriate, the retailer has informed the customer of the availability of alternative meters which are suitable to the customer's supply address;

(e) the retailer has used its best endeavours to contact the customer to advise of the proposed disconnection; and

(f) the retailer has given the customer a disconnection warning with at least 5 business days' notice of its intention to arrange for disconnection (the 5 business days shall be counted from the date of receipt of the disconnection warning).

(2) A retailer may arrange for the distributor to carry out one or more of the requirements referred in subclause (1) on behalf of the retailer.

Subdivision 3—Disconnection for emergencies

7.5 General requirements

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

(a) provide, by way of a 24 hour emergency line at the cost of a local call, information on the nature of the emergency and an estimate of the time when supply will be restored; and

(b) use its best endeavours to restore supply to the customer's supply address as soon as possible.

Division 2—Limitations on disconnection

7.6 General limitations on disconnection

Except if disconnection—

(a) was requested by the customer; or

(b) occurred for emergency reasons,

a retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address—

(i) where the customer has made a complaint, directly related to the reason for the proposed disconnection, to the retailer, distributor, electricity ombudsman or another external dispute resolution body and the complaint remains unresolved;

(ii) after 3.00 pm Monday to Thursday;

(iii) after 12.00 noon on a Friday; and

(iv) on a Saturday, Sunday, public holiday or on the business day before a public holiday, except in the case of a planned interruption.

7.7 Life support

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

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

(b) give the customer's distributor relevant information about the customer's supply address for the purpose of updating the distributor's records and registers; and

(c) not arrange for disconnection of that customer's supply address for failure to pay a bill while the person continues to reside at that address and require the use of life support equipment.
(2) Where a distributor has been informed by a retailer under subclause (1)(b) or by a relevant government agency that a person residing at a customer’s supply address requires life support equipment, the distributor must—
(a) register the customer’s supply address as a life support equipment address;
(b) not disconnect that customer’s supply address for failure to pay a bill while the person continues to reside at that address and require the use of life support equipment; and
(c) give the customer at least 3 days written notice of any planned interruptions to supply at the customer’s supply address (the 3 days to be counted from the date of receipt of the notice).

(3) When a person—
(a) who requires life support equipment, vacates the supply address; or
(b) who required life support equipment, no longer requires the life support equipment,
a retailer’s and distributor’s obligation under subclauses (1) and (2) terminates.

PART 8—RECONNECTION

[Note: The objective of this Part is to—
• ensure that customers have access to electricity by obligating retailers and distributors to arrange for reconnection or to reconnect a customer’s supply address in prescribed circumstances.]

8.1 Reconnection by retailer*

[Note: This clause 8.1 may be varied in a non-standard contract.]

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

the retailer must arrange for reconnection of the customer’s supply address, subject to—
(i) the customer making a request for reconnection; and
(ii) the customer—
A. paying the retailer’s reasonable charge for reconnection, if any; or
B. accepting an offer of an instalment plan for the retailer’s reasonable charges for reconnection, if any.

(2) For the purposes of subclause (1), a retailer must forward the request for reconnection to the relevant distributor—
(a) that same business day, if the request is received before 3pm on a business day; or
(b) no later than the next business day, if the request is received—
(i) after 3pm on a business day, or
(ii) on a Saturday, Sunday or public holiday in Western Australia.

8.2 Reconnection by distributor

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

(2) For the purposes of subclause (1), a distributor must reconnect the customer’s supply address—
(a) for supply addresses located within the metropolitan area—
(i) within 1 business day of receipt of the request, if the request is received prior to 3pm on a business day; and
(ii) within 2 business days of receipt of the request, if the request is received after 3pm on a business day or on a Saturday, Sunday or public holiday in Western Australia;
(b) for supply addresses located within the regional area—
(i) within 5 business days of receipt of the request, if the request is received prior to 3pm on a business day; and
(ii) within 6 business days of receipt of the request, if the request is received after 3pm on a business day, or on a Saturday, Sunday or public holiday in Western Australia.

(3) Subclause (2) does not apply in the event of an emergency.
PART 9— PRE-PAYMENT METERS IN REMOTE COMMUNITIES

[Note: The objectives of this Part are to—
• enable a residential customer within a remote community to make informed decisions on the use of a pre-payment meter;
• educate a residential customer as to the use and operation of a pre-payment meter; and
• identify any emergent trends associated with the use of pre-payment meters through performance reporting.]

9.1 Definitions
In this Part—

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

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

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

9.2 Application
(1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.7, 10.2 and 10.7 of the Code do not apply to a pre-payment meter customer.

[Note 1: Part 4 (billing), 5 (payment), 6 (payment difficulties and financial hardship), 7 (disconnection) and 8 (reconnection) are not considered applicable to the use of a pre-payment meter because of the different supply characteristics associated with that meter. Specific service standards applicable to a pre-payment meter, as detailed in this Part, are required in recognition of this new supply arrangement.

The requirements included in clause 2.7 have, where appropriate, been included in clause 9.4(2). The contents of clause 10.7 has, to the extent possible, been included in clause 9.4(4).]

[Note 2: A hardship policy developed under clause 6.10 must also address payment difficulties and financial hardship experienced by customers who use a pre-payment meter.]

(2) Part 9 only applies to a pre-payment meter customer located in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regularisation Program is being implemented.

[Note: Under the Aboriginal and Remote Communities Power Supply Project the supply of electricity to nominated Aboriginal communities will be transferred from the respective communities to Western Power. The project is being jointly funded by the State and Australian Governments and is being overseen by the Office of Energy.

Under the Town Reserves Regularisation Program, responsibility for the distribution and retailing of electricity within nominated Aboriginal town based communities will be transferred to Western Power. The program is being implemented by the Department of Housing and Works in conjunction with the Australian Government.]

9.3 Installation and operation of pre-payment meter
(1) A retailer must not install or operate a pre-payment meter at a residential customer’s supply address without the verifiable consent of the customer or the customer’s nominated representative.

(2) A retailer must establish an account for each pre-payment meter installed or operated at a residential customer’s supply address.

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

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

(b) of the tariffs, fees and charges applicable to a pre-payment meter relative to relevant tariffs, fees and charges which would apply to that residential customer if no pre-payment meter was installed at the residential customer’s supply address;

(c) how a pre-payment meter is operated;

(d) how the residential customer may recharge the pre-payment meter (including details of cost and availability of recharge facilities);

[Note: Availability refers to the location of the recharge facility and the business hours that a customer may access the recharge facility.]

(e) of the emergency credit facilities applicable to a pre-payment meter; and

(f) of credit retrieval.

(2) At the time a pre-payment meter is installed at a residential customer’s supply address, or an account is established, a retailer must give the residential customer at no charge—

(a) the information specified within subclause (1);

(b) a copy of the contract;

(c) information on how to obtain a copy of the retailer’s Customer Service Charter;
(d) information on the availability and scope of the Code and the requirement that distributors, retailers and marketers comply with the Code;

(e) a meter identification number;

(f) a telephone number for enquiries;

(g) a telephone number for complaints;

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

(i) confirmation of the supply address and any relevant mailing address;

(j) details of any concessions the residential customer may be eligible to receive;

(k) the amount of any concessions to be given to the residential customer;

(l) information on the availability of multi-lingual services (in languages reflective of the retailer’s customer base);

(m) information on the availability of TTY services;

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

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

(p) details on external complaints handling processes; and

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

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

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

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

(c) a telephone number for enquiries;

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

(e) details of the recharge facilities.

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

(a) total energy consumption;

(b) average daily consumption; and

(c) average daily cost of consumption,

for the previous 2 years, divided in quarterly segments;

9.5 Life support equipment

A retailer must not operate a pre-payment meter at the supply address of a residential customer if the residential customer, or a person residing at the residential customer’s supply address, requires life support equipment.

9.6 Recharge Facilities

A retailer must ensure that—

(a) at least one recharge facility is located—

(i) within the remote community; or

(ii) within or adjacent to the town reserve,

of a pre-payment meter customer;

(b) a pre-payment meter customer can access a recharge facility between the hours of 9:00am to 5:00pm, Monday to Friday; and

(c) the minimum amount to be credited by a recharge facility does not exceed 10 dollars per increment.

9.7 Concessions

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

9.8 Emergency credit

A retailer must ensure that a pre-payment meter provides an emergency credit amount to the value of at least 10 dollars.

[Note: This clause aims to ensure that a customer will not be disconnected where the customer was unable to purchase additional credit because the recharge facilities were closed (for example, during a weekend).]

9.9 Credit retrieval & transfer

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

(2) A retailer must have in place arrangements that provide for credit retrieval or transfer in the event of a faulty pre-payment meter.
9.10 Recommencement of supply after self-disconnection
A retailer must ensure that supply is recommenced through a pre-payment meter after self-disconnection as soon as information is communicated to the pre-payment meter that a payment causing a positive financial balance of the pre-payment meter account has been made.

9.11 Record keeping
(1) A retailer must keep a record of—
   (a) the total number of pre-payment meter customers;
   (b) the total number of complaints, other than those complaints specified in subclause (2)(a), relating to a pre-payment meter customer;
   (c) the action taken by the retailer to address a complaint; and
   (d) the time taken for a complaint to be concluded.
(2) A distributor must keep a record of—
   (a) the number of complaints relating to the installation and operation of a pre-payment meter at a pre-payment meter customer's supply address;
   (b) the action taken by the distributor to address a complaint; and
   (c) the time taken for a complaint to be concluded.

PART 10—INFORMATION & COMMUNICATION
[Note: The objectives of this Part are to—
   • ensure that customers are provided with the product and service information needed to make informed choices; and
   • ensure that the information provided to customers is useful, easily understood and accessible.]

Division 1—Obligations particular to retailers

10.1 Tariff information
(1) A retailer must give notice to a customer of its tariffs and any variation in its tariffs, without limitation,—
   (a) in the Government Gazette;
   (b) in a local newspaper; or
   (c) by notice to each customer.
(2) Notwithstanding subclause (1), a retailer must give notice to each of its customers affected by a variation in its tariffs as soon as practicable after the variation is published and, in any event, no later than the next bill in a customer's billing cycle.
(3) A retailer must give a customer on request, at no charge, reasonable information on the retailer's tariffs, including any alternative tariffs that may be available to that customer.
(4) A retailer must give a customer the information referred to under subclause (3) within 8 business days of the date of receipt. If requested by a customer, the retailer must give the information in writing.
(5) In this clause—
   “tariff” means a tariff prescribed by law.
[Note: This clause only applies to tariffs prescribed under the current Energy Operators (Western Power Corporation) (Charges) By-laws 1996. Therefore, this clause does not apply to contestable customers who have entered into a non-standard contract and negotiated a different tariff.]

10.2 Historical billing data
[Note: As a retailer has a contractual relationship with a customer, the retailer has access to a customer's historical billing data. Under this clause, a retailer is required to provide this data to a customer on request.]
(1) A retailer must give a non-contestable customer on request the non-contestable customer's billing data.
(2) If a non-contestable customer requests billing data under subclause (1)—
   (a) for a period less than the previous two years and no more than twice a year; or
   (b) in relation to a dispute with the retailer,
the retailer must give the billing data at no charge.
(3) A retailer must give a non-contestable customer the billing data requested under subclause (1) within 10 business days of the date of receipt of—
   (a) the request; or
   (b) payment for the retailer's reasonable charge for providing the billing data (if requested by the retailer).
[Note: Under subclause (2), a retailer only has to provide the data at no charge under certain conditions. If these conditions are not satisfied, the retailer could opt to charge the customer a reasonable charge for providing the data. Paragraph (b) has been included to recognise this situation.]
(4) A retailer must keep a non-contestable customer's billing data for 7 years.
10.3 Concessions
A retailer must give a customer on request at no charge—
(a) information on the types of concessions available to the customer; and
(b) the name and contact details of the organisation responsible for administering those concessions (if the retailer is not responsible).

10.4 Energy Efficiency Advice
A retailer must give a customer on request, at no charge, general information on—
(a) cost effective and efficient ways to utilise electricity (including referring a customer to a relevant information source);
(b) how a customer may arrange for an energy efficiency audit at the customer's supply address; and
(c) the typical running costs of major domestic appliances.
[Note: The objective of clause 10.4 is to assist customers in reducing their electricity consumption and/or electricity bills.]

10.5 Distribution matters
If a customer asks a retailer for information relating to the distribution of electricity, the retailer must—
(a) give the information to the customer; or
(b) refer the customer to the relevant distributor for a response.

Division 2—Obligations particular to distributors

10.6 General information
A distributor must give a customer on request, at no charge, the following information—
(a) information on the distributor's requirements in relation to the customer's proposed new electrical installation, or changes to the customer's existing electrical installation, including advice about supply extensions;
(b) an explanation for any change in the quality of supply of electricity outside of the limits prescribed by law;
[Note: As, by law, a distributor may not intentionally (without approval of the Director of Energy Safety) change the quality of its supply, paragraph (b) only applies to unplanned or approved changes in the quality of supply.]
(c) an explanation for any unplanned interruption of supply to the customer's supply address;
(d) advice on facilities required to protect the distributor's equipment;
(e) advice on how to obtain information on protecting the customer's equipment;
(f) advice on the customer's electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;
(g) general information on safe use of electricity;
(h) general information on quality of supply; and
(i) general information on reliability of supply.

10.7 Historical consumption data
[Note: This clause obliges a distributor to provide a customer with the customer's historical consumption data. The purpose of the provision is to encourage the efficient consumption of electricity by a customer. For example, a customer may use this information to calculate the customer's consumption patterns or history over a defined period.]
(1) A distributor must give a customer on request the customer's consumption data.
(2) If a customer requests consumption data under subclause (1)—
(a) for a period less than the previous two years and no more than twice year; or
(b) in relation to a dispute with the distributor,
the distributor must give the consumption data at no charge.
(3) A distributor must give a customer the consumption data requested under subclause (1) within 10 business days of the date of receipt of—
(a) the request; or
(b) a payment for the distributor's reasonable charge for providing the data (if requested by the distributor).
[Note: Under subclause (2), a distributor only has to provide the consumption data at no charge under certain conditions. If these conditions are not satisfied, the distributor could opt to charge the customer a reasonable charge for providing the consumption data. Paragraph (b) has been included to recognise this situation.]
(4) A distributor must keep a customer's consumption data for 7 years.

10.8 Distribution standards

(1) A distributor must tell a customer on request how the customer can obtain a information on distribution standards and metering arrangements—
   (a) prescribed under the Act or the Electricity Act 1945; or
   (b) adopted by the distributor,
   that are relevant to the customer.
(2) A distributor must publish on its website the information specified in subclause (1).

Division 3—Obligations particular to retailers and distributors

10.9 Written information must be easy to understand

To the extent practicable, a marketer, retailer and distributor must ensure that any written information that must be given to a customer by the marketer, retailer or distributor under the Code is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

10.10 Code of Conduct

(1) A retailer and a distributor must tell a customer on request how the customer can obtain a copy of the Code.
(2) A retailer and a distributor must make electronic copies of the Code available, at no charge, on the retailer's or distributor's web site.
(3) A retailer and a distributor must make a copy of the Code available for inspection at the offices of the retailer and distributor at no charge.

[Note: Hard copies of the Code will be available from the Authority. The ERCF will make a recommendation to the Minister that the Authority will provide for multiple language versions of the Code.]

(4) Subject to subclause (5), a retailer and a distributor must inform a customer of any material amendment to the Code that affects the customer's rights and obligations in relation to the retailer or the distributor.
(5) A retailer and a distributor do not have to notify a customer of any material amendment to the Code if the retailer's or distributor's Customer Service Charter confers a benefit upon the customer equal to or greater than the benefits of the amendment to the Code.
(6) For the purpose of subclause (4), notification shall occur as soon as practicable after the amendment is made.

10.11 Special Information Needs

(1) A retailer and a distributor must make available to a customer on request, at no charge, services that assist the customer in interpreting information provided by the retailer or distributor to the customer (including independent multi-lingual and TTY services, and large print copies).
(2) A retailer and, where appropriate, a distributor must include the telephone number for their TTY services on the—
   (a) bill and bill related information (including, for example, the notice referred to in clause 4.2(6) and statements relating to an instalment plan);
   (b) reminder notice;
   (c) disconnection warning; and
   (d) Customer Service Charter.

10.12 Metering

(1) A distributor must advise a customer on request, at no charge, of the availability of different types of meters and their—
   (a) suitability to the customer's supply address;
   (b) purpose;
   (c) costs; and
   (d) installation, operation and maintenance procedures.
(2) If a customer asks a retailer for information relating to the availability of different types of meters, the retailer must—
   (a) give the information to the customer; or
   (b) refer the customer to the relevant distributor for a response.

PART 11—CUSTOMER SERVICE CHARTER

[Note: The objective of this Part is to—
   • promote innovation and differentiation among retailers in the delivery of electricity services; and
   • to educate and empower customers.]
11.1 Obligation to produce and publish a Customer Service Charter
(1) A retailer and a distributor must produce and publish a Customer Service Charter.
(2) A Customer Service Charter under subclause (1) must address at least the following matters—
   (a) a summary of the customer’s rights and obligations under the Code (including, information
       and assistance to be made available to a customer by a retailer or distributor);
       [Note: Part 10 of the Code specifies the information a retailer and a distributor must make
       available to a customer. Part 6 specifies the assistance a retailer must offer to a customer who
       is experiencing payment difficulties or financial hardship.]
   (b) a summary of the retailer’s or distributor’s rights and obligations under the Code
       (including, billing, connection, disconnection and reconnection procedures);
   (c) an explanation of the complaints handling process;
   (d) the availability of different types of meters;
   (e) an explanation of the difference between distribution and retail functions;
   (f) reference to key documents in relation to the supply of electricity to customers; and
       [Note: Key documents are for example the Code, the standard form contract, the Electricity
       Industry Act 2004, the Energy Operators (Powers) Act 1979, the Energy Coordination Act
       1994, the Electricity Act 1945, associated regulations, and relevant industry codes.]
   (g) contact details of the retailer or distributor, the Authority, Energy Safety (Department of
       Consumer and Employment Protection) and the electricity ombudsman.

11.2 Obligation to provide Customer Service Charter
(1) A retailer and a distributor must give a customer on request, at no charge, a copy of the
    retailer’s or distributor’s Customer Service Charter.
(2) As soon as practicable after 1 January 2005, a retailer and a distributor must make available to
    a contestable customer, at no charge, a copy of the retailer’s or distributor’s Customer Service
    Charter.
    [Note: A retailer must also make a copy of its Customer Service Charter available when a customer
    enters into a new contract (refer clause 2.7).]
(3) For the purposes of subclause (1), a retailer or a distributor must give a copy of the Customer
    Service Charter to a customer within 2 business days of the customer’s request.

PART 12—COMPLAINTS & DISPUTE RESOLUTION

[Note: The objectives of this Part are to—
   • increase the level of customer satisfaction with the delivery of products and services and
     enhance a customer’s relationship with a retailer, distributor and marketer;
   • recognise, promote and protect customer’s rights, including the right to comment, query and
     complain;
   • provide an efficient, fair and accessible mechanism for resolving customer complaints;
   • provide information to customers on the complaints handling process for the services and
     products of the organisation; and
   • monitor complaints in an endeavour to improve the quality of products and services.]

12.1 Obligation to establish complaints handling process
(1) A retailer, distributor and marketer must develop, maintain and implement an internal
    process for handling complaints and resolving disputes.
(2) The complaints handling process under subclause (1) must—
   (a) comply with Australian Standard 4269:1995;
   (b) address at least—
       (i) how complaints must be lodged by customers;
       [Note: For example, in writing.]
       (ii) how complaints will be handled by the retailer, distributor or marketer, including—
           A. a right of the customer to have its complaint considered by a senior employee
               within each organisation of the retailer, distributor or marketer, if the
               customer is not satisfied with the manner in which the complaint is being
               handled;
           B. the information that will be provided to a customer;
       (iii) response times for complaints;
       (iv) method of response; and
       (c) be available at no cost to customers.
(3) For the purposes of subclause (2)(b)(i)(B), a retailer, distributor or marketer must at least—
   (a) when responding to a customer complaint, advise the customer that the customer has the
       right to have the complaint considered by a senior employee within the retailer,
       distributor or marketer (in accordance with its complaints handling process); and
when a complaint has not been resolved internally in a manner acceptable to the customer,
advise the customer—
(i) of the reasons for the outcome (on request, the retailer, distributor or marketer
must supply such reasons in writing); and
(ii) that the customer has the right to raise the complaint with the electricity
ombudsman or another relevant external dispute resolution body.
(4) A marketer (other than a retailer) must provide within its complaints handling process for a
review by the retailer of complaints and disputes that relate directly to marketing carried out on
behalf of that retailer.

12.2 Obligation to develop a guideline that delineates customer queries from customer
complaints
(1) A retailer, distributor and marketer must develop a guideline that—
(a) assists their respective staff in delineating customer queries from customer complaints;
and
(b) provides for the classification of customer complaints.
[Note: When developing a classification system for customer complaints, a retailer or a
distributor may choose to employ the classification system used for record keeping on
customer complaints (see Part 13).]
(2) A retailer and a distributor must refer to their respective guidelines in their Customer Service
Charter.

12.3 Information provision
A retailer, distributor and marketer must give a customer on request, at no charge, information
that will assist the customer in utilising the respective complaints handling processes.

12.4 Obligation to refer complaint
When a retailer, distributor or marketer receives a complaint that does not relate to its
functions, it must refer the complaint to the appropriate entity and inform the customer of the
referral.

12.5 Record keeping
(1) A retailer, distributor and marketer must—
(a) keep a record of each complaint made by a customer;
(b) on request by the Authority, give to the Authority the information referred to under
paragraph (a); and
(c) on request by the electricity ombudsman in relation to a particular complaint, give to the
electricity ombudsman information that this Part requires the retailer, distributor or
marketer to keep, and any other information that the retailer, distributor or marketer
has, relating to the complaint.
(2) A retailer, distributor and marketer must keep the records referred to in subclause (1)(a) for at
least 3 years after the date on which the complaint was resolved.
[Note: Although clauses 12.5, 13.3 and 13.8 all require a retailer and distributor to keep records of
complaints, the exact scope of these requirements differs. Under clauses 13.3 and 13.8, a retailer and
distributor have to keep records on the total number of complaints. The records collected under these
clauses serve as (general) performance indicators. Clause 12.5 requires a retailer and distributor to
keep a record of the exact nature of each individual complaint. Records collected under this clause are
intended to provide the Electricity Ombudsman with sufficient information to assess whether the
retailer or distributor has addressed the complaint appropriately, and to provide the Authority with
sufficient information to assess whether the retailer or distributor has complied with the licence
obligations.]

PART 13—RECORD KEEPING
[Note: The objective of this Part is to—
• establish a base of information on the conduct of the retail and distribution market.]

Division 1—General

13.1 Records to be kept
Unless expressly provided otherwise, a retailer, distributor or marketer must keep a record or
other information that a retailer, distributor or marketer is required to keep by the Code for at
least 3 years from the last date on which the information was recorded.

Division 2—Obligations particular to retailers

13.2 Affordability and access
(1) A retailer must keep a record of the total number of its customers who—
(a) have been assessed as experiencing financial hardship;
(b) are subject to an instalment payment plan under Part 6;
have been granted additional time to pay their bill under Part 6;
(d) have been placed on a shortened billing cycle;
(e) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
(f) have been reconnected at the same supply address within 30 days of having been disconnected for failure to pay a bill; and
(g) have provided a refundable advance.

(2) In this clause—
“refundable advance” means a payment made to secure the connection or reconnection of supply of electricity and which is refundable.

13.3 Customer complaints
(1) A retailer must keep a record of—
   (a) the total number of complaints received; and
   (b) the total number of—
      (i) billing and account complaints;
      (ii) customer transfer complaints;
      (iii) marketing complaints;
      (iv) connection complaints;
      (v) disconnection complaints;
      (vi) reconnection complaints; and
      (vii) other complaints.
   [Note: clause 9.11 also provides for the recording of pre-payment meter complaints.]
   (c) the action taken by a retailer to address a complaint; and
   (d) the time taken for a complaint to be concluded.
   [Note: A retailer will not be able to always address a complaint to the satisfaction of the customer. Paragraph (d) therefore speaks of “concluding”. A retailer could record a complaint as being concluded although the complaint has not be resolved, provided the retailer has followed the appropriate procedures for dealing with the complaint.]

(2) In this clause—
“billing and account complaint” means a complaint relating to the account. This includes, but is not limited to, difficulty in paying accounts, overcharging, prices, payment terms and methods, and debt recovery procedures.
“customer transfer complaint” means a complaint relating to the transfer of a customer from one retailer to another retailer. This includes, but is not limited to, customer consent or delays in the transfer process.
“marketing complaint” means a complaint relating to a retailer’s action in seeking to sign up a prospective customer. This includes, but is not limited to, the nature of the approach or conduct, contract details, customer consent and adherence to the contract cooling-off period requirements.

13.4 Compensation payments
A retailer must keep a record of the total number of payments made under—
   (a) clause 14.2;
   (b) clause 14.3; and
   (c) clause 14.4.

13.5 Supporting information
(1) A retailer must keep a record of the total number of—
   (a) residential accounts; and
   (b) business accounts,
   held by its customers.
   [Note: A retailer must keep a record of the number of accounts, not customers.]
(2) In this clause—
“business account” means an account for which a customer is eligible to receive a tariff other than a tariff for the supply of electricity for residential purposes.

13.6 Connections
A distributor must keep a record of—
   (a) the total number of customer connections established; and
   (b) the total number of customer connections not established—
      (i) within a period prescribed under the Code or an enactment under Part 3 of the Act; or
      (ii) by a date agreed with the customer.
13.7 Timely repair of faulty street lights
(1) A distributor must keep a record of—
   (a) the number of street lights reported faulty each month;
   (b) the number of occasions that the distributor failed to repair a faulty street light within—
      (i) 5 business days for the metropolitan area; and
      (ii) 9 business days for the regional area; and
   (c) the average number of days to repair faulty street lights.
(2) For the purpose of subclause (1), the number of days taken to repair a street light is counted from the date of notification.

13.8 Customer Complaints
A distributor must keep a record of—
   (a) the total number of complaints received; and
   (b) the total number—
      (i) reliability of supply complaints;
      (ii) quality of supply complaints;
      (iii) street lighting complaints;
      (iv) network assets complaints;
      (v) network charges and costs complaints; and
      (vi) administrative processes or customer service complaints; and
      (vii) other complaints.
   (c) the action taken by a distributor to rectify a complaint; and
   (d) the time taken for a complaint to be rectified.

13.9 Compensation payments
A distributor must keep a record of the total number of payments made under—
   (a) clause 14.5; and
   (b) clause 14.6.

13.10 Supporting information
A distributor must keep a record of the total number of connections.
[Note: This clause aims to ascertain the total number of customers who are connected to a distributor’s network, not the number of customers who have been connected to the network by the distributor within a prescribed timeframe. This last indicator is captured under clause 13.6.]

13.11 Provision of records to Authority
A retailer, distributor or marketer must give to the Authority on request information within the scope of the request that the Code requires them to keep and that they have relating to compliance with the Code.

PART 14—SERVICE STANDARD PAYMENTS
[Note: The objectives of this Part are to—
   • provide non-contestable customers with a means of redress in the event a retailer or distributor fails to meet prescribed service standards; and
   • to establish incentives for retailers and distributors to maintain standards of service.]

14.1 Definitions
In this part—
   “eligible customer” means a non-contestable customer who is supplied with electricity from a distribution system operated by a relevant corporation.

14.2 Facilitating customer reconnections
(1) Subject to clause 14.7, where a retailer is required to arrange a reconnection of an eligible customer’s supply address under Part 8—
   (a) but the retailer has not complied with the time frames prescribed in clause 8.1(2); or
   (b) the retailer has complied with the time frames prescribed in clause 8.1(2) but the distributor has not complied with the time frames prescribed in clause 8.2(2),
the retailer must pay to the eligible customer $50 for each day that it is late, up to a maximum of $250.
(2) Subject to clause 14.7, if a retailer is liable to and makes a payment under subclause (1) due to an act or omission of the distributor, the distributor must compensate the retailer for the payment.
14.3 Wrongful disconnections
Subject to clause 14.7, if a retailer fails to follow any of the required procedures prescribed under Part 6 (if applicable) and Part 7 of the Code prior to disconnecting an eligible customer for failure to pay a bill, the retailer must pay to the eligible customer $50 for each day that the eligible customer was wrongfully disconnected, up to a maximum of $250.

14.4 Customer service
(1) Upon receipt of a written query or complaint by an eligible customer, a retailer must—
   (a) acknowledge the query or complaint within 10 business days; and
   (b) respond to the query or complaint by addressing the matters in the query or complaint within 20 business days.

(2) Subject to clause 14.7, if a retailer fails to acknowledge or respond to a query or complaint within the time frames prescribed under subclause (1), the retailer must pay to the eligible customer $20.

[Note: A retailer will only be liable to make one payment per query or complaint. Therefore, if a retailer was to acknowledge a complaint (e.g.) 23 business days after receipt of the complaint, the retailer would only be liable to pay to the eligible customer $20 even though the retailer also would not have responded to the query or complaint on time.]

Division 2—Obligations particular to distributors

14.5 Planned interruptions
(1) If a distributor plans to interrupt the supply of electricity for the purpose of maintaining or altering the distributor's network, the distributor must notify an eligible customer affected by the interruption at least 3 days before the interruption.

[Note: Means of notification are set out in Schedule 1, clause 6 of the Electricity (Supply Standards and System Safety) Regulations 2001.]

(2) Subject to clause 14.7, if a distributor fails to notify an eligible customer at least 3 days before the interruption in accordance with subclause (1), the distributor must pay to the eligible customer $20.

14.6 Customer service
(1) Upon receipt of a written query or complaint by an eligible customer, a distributor must—
   (a) acknowledge the query or complaint within 10 business days; and
   (b) respond to the query or complaint by addressing the matters in the query or complaint within 20 business days.

(2) Subject to clause 14.7, if a distributor fails to acknowledge or respond to a query or complaint within the time frames prescribed under subclause (1), the distributor must pay to the eligible customer $20.

Division 3—Payment

14.7 Exceptions
(1) A retailer or distributor is not required to make a payment under clauses 14.2 to 14.6, if—
   (a) the eligible customer fails to apply to the retailer or distributor for the payment within 2 months of the non-compliance by the retailer or distributor; or

   [Note: A retailer or distributor only has to make a payment upon application by an eligible customer.]

   (b) events or conditions outside the control of the retailer or distributor caused the retailer or distributor to be liable to make the payment.

(2) A retailer or distributor is not required to make more than one payment to each affected supply address per event of non-compliance with the performance standards.

(3) For the purposes of subclause (2), each supply address where an eligible customer receives a bill from a retailer is a separate supply address.

14.8 Method of payment
(1) A retailer who is required to make a payment under clauses 14.2, 14.3 or 14.4 must do so—
   (a) by deducting the amount of the payment from the amount due under the eligible customer's next bill;

   (b) by paying the amount directly to the eligible customer; or

   (c) as otherwise agreed between the retailer and the eligible customer.

(2) A distributor who is required to make a payment under clauses 14.5 or 14.6 must do so—
   (a) by paying the amount to the eligible customer's retailer who will pass the amount on to the eligible customer in accordance with subclause (1);

   (b) by paying the amount directly to the eligible customer; or

   (c) as otherwise agreed between the distributor and the eligible customer.
14.9 Recovery of payment

(1) If a retailer who is required to make a payment to an eligible customer under clauses 14.2, 14.3 or 14.4 fails to comply with clauses 14.8(1)(a) to 14.8(1)(c) within 30 days of the date of written demand for the payment by the eligible customer who is entitled to the payment, then the eligible customer may recover the payment in a court of competent jurisdiction as a debt due by the retailer to the eligible customer.

(2) If a distributor who is required to make a payment to an eligible customer under clauses 14.5 or 14.6 fails to comply with clauses 14.8(2)(a) to 14.8(2)(c) within 30 days of the date of written demand for the payment by the eligible customer who is entitled to the payment, then the eligible customer may recover the payment in a court of competent jurisdiction as a debt due by the distributor to the eligible customer.

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

[Note: The payments under this Part are in addition to penalties or enforcement remedies against licensees that may be imposed by the Authority. The Authority may in its discretion, but is not obliged, to take into account any payment made under this Part when considering whether or not and to what extent it will impose enforcement remedies on the retailer or distributor.]

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Schedule 1

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