ELECTRICITY INDUSTRY ACT 2004

ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE 2004
APPROVAL BY MINISTER

I, ERIC RIPPER, Minister for Energy for the State of Western Australia, under section 39(2a) of the Electricity Industry Act 2004 hereby establish the code contained in this document in respect of the matter mentioned in section 39(2)(b) of the Act, which may be cited as the “Electricity Industry Customer Transfer Code 2004”.

ERIC RIPPER.

Dated at Perth this 15th day of December 2004.
ELECTRICITY INDUSTRY ACT 2004

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ELECTRICITY INDUSTRY ACT 2004

ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE 2004

PART 1—PRELIMINARY

1.1 Commencement
This Code comes into operation upon the earlier to occur of—
(a) the commencement of regulations made under section 12 of the Act that prescribe this Code as a term or condition of a licence; or
(b) the commencement of a determination by the Authority under section 11 of the Act that this Code is a term or condition of a licence.

1.2 Application
This Code applies to—
(a) a network operator if it is a term or condition of the network operator's licence under Part 2 of the Act that the network operator comply with this Code; and
(b) a retailer if it is a term or condition of the retailer's licence under Part 2 of the Act that the retailer comply with this Code; and
(c) the independent market operator, to the extent that the market rules provide; and
(d) the Authority.

1.3 Definitions
“access arrangement” has the meaning given to it in the Access Code.
{Note: At the time this Code was made, the definition in the Access Code was—
"'access arrangement' means an arrangement for access to a covered network that has been approved by the Authority under this Code."}
“Access Code” means the code made by the Minister under Part 8 of the Act.
{Note: At the time this Code was made, the Access Code was the Electricity Networks Access Code 2004.}
“access contract” means an agreement between a network operator and a retailer for the retailer to have ‘access’ (as defined in section 103 of the Act) to ‘services’ (as defined in section 103 of the Act) on a network.
“associate” has the meaning given to it in the Access Code.
{Note: At the time this Code was made, the definition in the Access Code was—
"'associate', in relation to a person and subject to section 13.2 [of the Access Code, which extends the meaning of 'associate' to include any other business of the service provider], has the meaning it would have under Division 2 of Part 1.2 of the Corporations Act 2001 of the Commonwealth if sections 13, 14, 16(2) and 17 of that Act were repealed, except that a person will not be considered to be an associate of a service provider solely because that person proposes to enter, or has entered, into a contract, arrangement or understanding with the service provider for the provision of a covered service.")
“Authority” means the Economic Regulation Authority established under the Economic Regulation Authority Act 2003.
“business day” means any day that is not a Saturday, a Sunday or a public holiday in the relevant area.
“charges” means all charges payable by a retailer to a network operator or, if applicable, the independent market operator in connection with the transfer of electricity at an exit point.
“checksum” means a single digit numeric identifier that is calculated to reduce the frequency of UMI data entry errors which cause transfer errors.
“communication rules” has the meaning given to it in clause 5.1(1).
“contact details” means the notified electronic communication address, notified facsimile number, notified postal address and notified telephone number of a network operator or retailer, as applicable.
“contestable” in relation to a customer, means a customer at an exit point where the amount of electricity transferred at the exit point exceeds the amount prescribed under section 93 of the Electricity Corporation Act 1994 or under another enactment dealing with the progressive introduction of customer contestability.
“CTR” or “customer transfer request” means a request by a retailer to a network operator made using the form published under clause 4.1 to transfer a contestable customer at an exit point in the network operator's network from one retailer to another.
“current retailer”, in relation to a CTR, means the retailer currently supplying the contestable customer.
“customer” has the meaning given in section 3 of the Act.

(Note: At the time this Code was made, the definition in section 3 of the Act was—
"'customer' means a person to whom electricity is sold for the purpose of consumption.")

“data” means historical consumption data or standing data, as applicable.

“data request” means a request for historical consumption data or a request for standing data, as applicable.

“data request form” means a request for historical consumption data form or a request for standing data form, as applicable, published by the network operator under clause 3.1(1).

“dispute” has the meaning given to it in clause 7.1(1).

“disputing party” has the meaning given to it in clause 7.1(1).

“distribution connection” means a point at which electricity is transferred to or from the distribution system.

“distribution system” has the meaning given to it in the Act.

(Note: At the time this Code was made, the definition in the Act was—
"'distribution system' means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transportation of electricity at nominal voltages of less than 66kv."

“electricity” has the meaning given to it in the Act.

(Note: At the time this Code was made, the definition in the Act was—
"'electricity' includes electrical energy of any kind however produced, stored, transported or consumed.")

“electronic”, in relation to a notice, means a communication of information by means of guided or unguided electromagnetic energy, or both, by way of packet transfer between and within computer networks using the TCP/IP or other widely-accepted protocol for packet transfer.

“erroneous transfer” is a transfer that was made without the verifiable consent of the contestable customer that was transferred.

(Note: For example, a transfer to the wrong retailer or a transfer of the wrong contestable customer.)

“exit point”

(a) in relation to a ‘covered network’ (as defined in the Access Code)—has the meaning given to it in the Access Code; and

(b) otherwise—means a transmission connection or a distribution connection on a network at which electricity is more likely to be transferred out of the network than transferred into the network, but does not include a point at which electricity is transferred between the transmission system and the distribution system.

(Note: At the time this Code was made, the definition in the Access Code was—
"'exit point' means a point on a covered network identified as such in an access contract at which, subject to the access contract, electricity is more likely to be transferred out of the network than transferred into the network.")

“good electricity industry practice” means the exercise of that degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably and ordinarily exercise under comparable conditions and circumstances consistent with applicable laws and applicable recognised codes, standards and guidelines.

“historical consumption data”, in relation to a contestable customer, means the metering data of the type set out in clause A4.2 of Annex 4 for the contestable customer.

“incoming retailer”, in relation to a CTR or transfer, means the retailer that will supply a contestable customer after the transfer time.

“independent market operator” means the independent market operator appointed under the market rules.

“interval meter” means an electricity meter that records electricity consumption at regular time intervals of no more than half an hour.

“market rules” has the meaning given to it in the Act.

(Note: At the time this Code was made, the definition of the Act was—
"'market rules' has the meaning given in section 123(1)."

At the time this Code was made section 123(1) of the Act read—
"Without limiting section 122, the regulations are to provide for there to be rules (the “market rules”) relating to the market and to the operation of the South West interconnected system setting out or dealing with such matters as are prescribed by the regulations.")

“meter”, in relation to a contestable customer at an exit point, means the meter or meters at or about the exit point used to measure the supply of electricity to the contestable customer.

“metering code” means a code in relation to the matters in section 39(2)(a), made by the Authority under section 39(2) or the Minister under section 39(2a) of the Act.

“metropolitan area” means—

(a) the region described in the Third Schedule to the Metropolitan Region Town Planning Scheme Act 1959; and

(b) the local government district of Mandurah; and

(c) the local government district of Murray; and
(d) the areas constituted by—
   (i) the townsite of Albany, in the local government district of City of Albany; and
   (ii) the townsite of Bunbury, in the local government district of City of Bunbury; and
   (iii) the townsite of Geraldton, in the local government district of City of Geraldton; and
   (iv) the townsites of Kalgoorlie and Boulder, in the local government district of City of Kalgoorlie-Boulder; and
   (v) the townsite of Karratha, in the local government district of Shire of Ashburton; and
   (vi) the townsites of Port Hedland and South Hedland, in the local government district of Town of Port Hedland.

“network” means the transmission system, distribution system or both, as applicable, operated by the network operator.

“network operator” means a person who holds a distribution licence, integrated regional licence or transmission licence under Part 2 of the Act, and if any enactment (including regulations made under section 31A of the Electricity Corporation Act 1994) has the effect of deeming the relevant licence to be held by a part of the person, then that part.

“nominated transfer date” has the meaning given to it in clause 4.7.

“notice” means a notice or other communication in writing under Part 6 and includes a data request or a CTR.

“notified”, in relation to a telephone number, postal address, facsimile number or electronic communication address, means notified under Part 6.

“notify” means to give a notice.

“objection” means a network operator’s objection to a CTR under Part 4.

“previous retailer”, in relation to a transfer, means the retailer that supplied the contestable customer before the transfer time.

“publish” has the meaning given to it in clause 1.6.

“registered retailer” means—
   (a) a retailer who has an access contract; and
   (b) a retailer or prospective retailer who has notified the network operator that it wishes to receive notices of things published by the network operator under this Code.

“request for historical consumption data” means a request for historical consumption data made by a retailer to a network operator under Part 3.

“request for standing data” means a request for standing data made by a retailer to a network operator under Part 3.

“retailer” means a person who holds a retail licence or integrated regional licence under Part 2 of the Act, and if any enactment (including regulations made under section 31A of the Electricity Corporation Act 1994) has the effect of deeming the relevant licence to be held by a part of the person, then that part.

“standing data”, in relation to a contestable customer, means the standing data of the type set out in clause A4.1 of Annex 4 for the contestable customer.

“trading day” has the meaning given to it in the market rules.

[Note: At the time this Code was made, the definition in the market rules was—
  “trading day” A period of 24 hours commencing at 8 AM on any after Energy Market Commencement, except where the IMO declares that part of a Trading Day is to be treated as a full Trading Day under clause 9.1.1, in which case that part is a Trading Day.]

“transfer” means a transfer from one retailer to another under this Code of rights and obligations at an exit point in connection with the supply of electricity to a contestable customer.

“transfer date” means the date on which a transfer occurs under, as applicable, clauses 4.11(2), 4.11(3)(c) and 4.11(4).

“transfer time” means the time on which a transfer occurs under, as applicable, clauses 4.11(2), 4.11(3)(c) and 4.11(4).

“transmission connection” means a point at which electricity is transferred to or from the transmission system.

“transmission system” has the meaning given to it in the Act.

[Note: At the time this Code was made, the definition in the Act was—
  “transmission system” means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transmission of electricity at nominal voltages of 66kV or higher.]

“UMI” or “unique market identifier” means the unique market identifier assigned to an exit point.

“valid”—
   (a) in relation to a data request means, subject to clauses 3.4(2) and 3.7(4), that the data request is complete and contains correct information; and
   (b) in relation to a CTR means, subject to clause 4.9(5), that the CTR has not been subject to an objection by the network operator under clauses 4.9(1) and 4.9(3).
“verifiable consent”, in relation to a request for historical consumption data or a CTR, means consent that is given by a contestable customer—

(a) expressly; and

(b) in writing; and

(c) after the retailer obtaining the consent has in plain language appropriate to the contestable 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 a person whom a retailer (acting reasonably) would consider competent to give consent on the contestable customer’s behalf; and

(e) which has not expired under clause 1.5.

“writing” includes any electronic form capable of being reduced to paper form by being printed.

1.4 Interpretation

(1) Unless the contrary intention is apparent—

(a) The Interpretation Act 1984 applies to the interpretation of this Code.

(b) A reference in this Code to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, the document or provision.

(c) A reference in this Code to a person includes the person’s executors, administrators, successors, substitutes and permitted assigns.

(d) Where italic typeface has been applied to some words and expressions in this Code, it is solely to indicate that those words or expressions may be defined in clause 1.3 or elsewhere, and in interpreting this Code the fact that italic typeface has or has not been applied to a word or expression is to be disregarded. Nothing in this clause 1.4(1)(d) limits the application of clause 1.3.

(e) Where information in this Code is set out in braces (namely “{” and “}”), whether or not preceded by the expression “Note”, “Outline” or “Example”, the information—

(i) is provided for information only and does not form part of this Code; and

(ii) is to be disregarded in interpreting this Code; and

(iii) might not reflect amendments to this Code or other documents or written laws.

(f) “Including” and similar expressions are not words of limitation in this Code.

(2) In this Code—

(a) a reference to a contestable customer’s exit point is a reference to the exit point on the network operator’s network that is used for the supply of electricity to the contestable customer; and

(b) a reference to a contestable customer’s meter is a reference to a meter at the contestable customer’s exit point; and

(c) a reference to a contestable customer’s data is a reference to the data relating to the contestable customer; and

(d) a reference to a contestable customer’s UMI and checksum is a reference to the UMI and checksum assigned by a network operator to the contestable customer’s exit point.

1.5 Expiry of verifiable consent

Verifiable consent expires at the earlier of—

(a) the time that either, as applicable, the historical consumption data is provided or the transfer occurs; or

(b) the time specified in or ascertainable from the verifiable consent as the time of expiry of the verifiable consent; or

(c) the first anniversary of the date the verifiable consent was first given.

1.6 Meaning of ‘publish’

If the network operator is required to “publish” a thing, the network operator must:

(a) place the thing upon an internet website under the network operator’s control; and

(b) send an electronic notice to each registered retailer advising the registered retailer that the thing has been placed on the internet website.

PART 2—OBJECTIVES AND ARMS-LENGTH TREATMENT

2.1 Objectives

(1) The objectives of this Code are to—

(a) set out rules for the provision of information relating to contestable customers and the process for transferring contestable customers from one retailer to another retailer in order to promote retail competition; and

(b) protect the interests of contestable customers by ensuring that a contestable customer’s verifiable consent is obtained before—

(i) a retailer may request the contestable customer’s historical consumption data; or

(ii) a transfer of that contestable customer may proceed; and
(c) specify the responsibilities and obligations of retailers and network operators in processing and implementing the transfer of a contestable customer.

(2) A retailer, a network operator and, if applicable, the independent market operator must have regard to the objectives of this Code when acting under this Code, whether or not the provision under which they are acting refers expressly to the objectives of this Code.

2.2 Network operator must treat retailers at arms-length

(1) A network operator:
   (a) must treat all retailers which are its associates on an arms-length basis; and
   (b) without limiting clause 2.2(1)(a), must ensure that no retailer which is its associate receives a benefit in respect of this Code, unless either—
       (i) the benefit is attributable to an arms’ length application of this Code to the retailer; or
       (ii) the network operator also makes the benefit available to all other retailers.

(2) Subject to—
   (a) the ‘ringfencing objectives’ (as defined in the Access Code) and any ‘ringfencing rules’ (as defined in the Access Code) made under the Access Code; and
   (b) any regulations made under section 31A of the Electricity Corporation Act 1994,

if the network operator is an ‘integrated provider’ (as defined in the Access Code), a reference in clause 2.2(1) to an associate of the network operator does not include the integrated provider.

PART 3—INFORMATION PROVISION

{Outline: This Part —
   • establishes the processes through which retailers can obtain information from network operators to assist them in providing quotations for the supply of electricity to contestable customers; and
   • outlines obligations of retailers and network operators in requesting and providing this information; and
   • ensures that contestable customers’ historical consumption data is only provided to retailers with the verifiable consent of the contestable customer to the provision of the data.}

3.1 Forms for data requests

(1) A network operator must publish—
   (a) a request for standing data form, which must comply with Annex 1; and
   (b) a request for historical consumption data form, which must comply with Annex 2.

(2) A network operator may from time to time publish an amended data request form, provided that the amended data request form complies with Annex 1 or Annex 2, as applicable.

3.2 Retailer may submit data request

(1) A retailer may request data in relation to a contestable customer from a network operator by completing a data request form and submitting it to the network operator under clause 3.4.

(2) Unless otherwise agreed between the network operator and the retailer, a separate data request must be submitted for each exit point.

3.3 UMI discovery

Annex 5 has effect.

3.4 Submitting a data request

(1) Unless otherwise agreed with a network operator, a retailer—
   (a) must submit a data request to the network operator electronically; and
   (b) must not submit to a network operator in a business day—
       (i) more than 20 requests for standing data; and
       (ii) more than 20 requests for historical consumption data.

(2) If on a business day a retailer has already submitted the maximum number of a type of data request permitted under clause 3.4(1)(b), then (unless the network operator and retailer agree otherwise) any further data requests of that type submitted by the retailer to the network operator on that business day are not valid.

3.5 Verifiable consent required for historical consumption data

(1) By submitting a request for historical consumption data, a retailer represents and warrants that it has the contestable customer’s verifiable consent to obtain the historical consumption data.

(2) The retailer makes the representation and warranty in clause 3.5(1) on each day until the network operator provides the historical consumption data.

(3) If the contestable customer’s verifiable consent ceases to apply before the network operator provides the historical consumption data, the retailer must withdraw the request for historical consumption data under clause 3.6.

{Example: The verifiable consent of the contestable customer ceases to apply if it is withdrawn by the contestable customer.}
3.6 Withdrawing a request for historical consumption data  
(1) Unless otherwise agreed with the network operator, a retailer may electronically notify a network operator that it withdraws a request for historical consumption data submitted by it to the network operator at any time before the network operator provides the historical consumption data.

(2) The retailer must pay any reasonable costs incurred by the network operator for work performed in relation to the request for historical consumption data until the earlier of:  
(a) the time the network operator receives and is reasonably able to act upon the notification under clause 3.6(1); and  
(b) the end of the business day that the network operator receives the notification under clause 3.6(1).  

(3) Subject to clause 3.6(2), if a retailer withdraws a request for historical consumption data under clause 3.6(1) the request for historical consumption data is of no effect.

3.7 Invalid data requests  
(1) Subject to clause 3.7(3) and unless otherwise agreed with a retailer, a network operator must electronically notify a retailer if its data request is not valid.

(2) The network operator must comply with clause 3.7(1) within—  
(a) if the data request is one of up to 10 data requests submitted by the retailer to the network operator on the same business day—1 business day after the business day on which the network operator received the data request; and  
(b) if the data request is one of more than 10 data requests submitted by the retailer to the network operator on the same business day—2 business days after the business day on which the network operator received the data request.

(3) The network operator may make reasonable endeavours to resolve with the retailer any omissions or errors in a data request before notifying the retailer under clause 3.7(1).

(4) If under clause 3.7(3) the omissions or errors are successfully resolved, the data request is—  
(a) valid; and  
(b) taken to have been submitted at the time the omissions or errors were resolved.

(5) If a network operator notifies a retailer under clause 3.7(1) that a data request is not valid, the data request is of no effect.

3.8 Network operator’s obligations following receipt of a valid data request  
(1) Following receipt of a valid data request, the network operator must (subject to clause 3.8(3)) use all reasonable endeavours to provide the requested data to the retailer.

(2) The network operator must (subject to clause 3.8(3)) provide the requested data under clause 3.8(1)—  
(a) electronically, in a format:  
(i) if communication rules have been approved by the Authority—in accordance with the communication rules; or  
(ii) if no communication rules have been approved by the Authority—in accordance with the metering code;  
and  
(b) unless otherwise agreed with the retailer, within the time specified in the following table—

<table>
<thead>
<tr>
<th>Data request submitted by the retailer to the network operator on the business day</th>
<th>Request received by 3.00 pm on a business day</th>
<th>Request received after 3.00 pm on a business day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>6 to 10</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>11 to 20</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

(3) If—  
(a) a retailer submits a data request under clause 3.4; and  
(b) the network operator has not allocated a UMI for the contestable customer’s exit point; and  
(c) the network operator is unable to determine a single exit point to which the data request relates,
then—

(d) the network operator must within 1 business day after receiving the data request electronically notify the retailer of the exit points to which it is most likely that the data request relates, up to a maximum of the 10 most likely exit points; and

(e) the network operator is not required to comply with clauses 3.8(1) and 3.8(2) in respect of the data request.

3.9 Retailer’s obligations following receipt of data

(1) A retailer may use data relating to a contestable customer only for either or both of the following purposes—

(a) providing the contestable customer with a quotation for the supply of electricity by the retailer to the contestable customer; and

(b) initiating a transfer in relation to the contestable customer.

(2) Despite clause 3.9(1), unless otherwise requested by the contestable customer a retailer may aggregate a contestable customer’s historical consumption data with other contestable customers’ historical consumption data, and may use the aggregated data for internal business development purposes.

(3) A retailer must not disclose a contestable customer’s data to any other person without the verifiable consent of the contestable customer except if—

(a) the disclosure is made—

(i) to an employee, officer, agent, consultant or technical advisor of the retailer who agrees to be bound by the undertakings under this clause 3.8(3); and

(ii) for a purpose permitted by this clause 3.8(3);

or

(b) the disclosure is required or allowed under an enactment, or a court or tribunal constituted under an enactment which has jurisdiction over the retailer; or

(c) the data has entered the public domain other than by breach of this clause 3.8(3).

(4) A retailer must keep a copy of a verifiable consent given to it by a contestable customer in relation to—

(a) a request for historical consumption data made by it in relation to the contestable customer; and

(b) a disclosure made by it to another party under clause 3.9(3) in relation to the contestable customer,

for 2 years after the date the verifiable consent was given.

3.10 Charges for standing data and historical consumption data

(1) A network operator must not charge for the provision of standing data.

(2) A network operator may charge for the provision of historical consumption data and, unless the metering code provides otherwise, the charge—

(a) if the historical consumption data is for 12 months or less—must not be more than $45 per request for historical consumption data; and

(b) if the historical consumption data is for more than 12 months—is to be determined by agreement between the network operator and the retailer, and should reflect the reasonable cost incurred by the network operator in providing the historical consumption data.

(3) The Authority must review the amount set out in clause 3.10(2)(a) 12 months after this Code commences.

PART 4—TRANSFER OF CONTESTABLE CUSTOMERS

{Outline: This Part—

• establishes the processes through which a contestable customer can be transferred from one retailer to another retailer; and

• outlines the obligations of retailers and network operators in requesting and effecting the transfer of a contestable customer; and

• ensures that the transfer of a contestable customer only occurs with the verifiable consent of the contestable customer.}

4.1 Form for a CTR

(1) A network operator must publish a CTR form, which must comply with Annex 3.

(2) A network operator may from time to time publish an amended CTR form, provided that the amended CTR form complies with Annex 3.

4.2 Retailer may submit a CTR

(1) A retailer may request that a network operator transfer a contestable customer to the retailer by submitting a CTR to the network operator under clause 4.5.

(2) Unless otherwise agreed between the network operator and the retailer a separate CTR must be submitted for each exit point.
4.3 Reason for transfer
The reason specified in the CTR form for the transfer must be either—

(a) to transfer a contestable customer to the retailer which submitted the CTR; or
(b) to reverse an erroneous transfer.

4.4 Prerequisites to submitting a CTR
(1) Unless the CTR is to reverse an erroneous transfer, a retailer may only submit a CTR if it has an access contract for the network.
(2) If a CTR is to reverse an erroneous transfer, the retailer that submits the CTR must—

(a) ensure (if necessary in consultation with the contestable customer) that the contestable customer was transferred to it or from it, as applicable, in error; and
(b) if it is the incoming retailer with respect to the erroneous transfer—confirm (if necessary and if applicable in consultation with the network operator, independent market operator and contestable customer) the identity of the previous retailer with respect to the erroneous transfer.

4.5 Submitting a CTR
(1) Unless otherwise agreed with the relevant network operator, a retailer—

(a) must submit a CTR to the network operator electronically; and
(b) must not submit to a network operator—

(i) more than 20 CTRs in a business day; or
(ii) more than 20 CTRs with the same nominated transfer date.
(2) If on a business day a retailer has already submitted the maximum number of CTRs permitted under clause 4.5(1)(b)(i) then (unless the network operator and retailer agree otherwise) any further CTRs submitted by the retailer to the network operator on that business day are not valid.
(3) If a retailer has already submitted the maximum number of CTRs with the same nominated transfer date permitted under clause 4.5(1)(b)(ii), then (unless the network operator and retailer agree otherwise) any further CTRs with the same nominated transfer date submitted by the retailer to the network operator are not valid.

4.6 Retailer’s representations and warranties in relation to a CTR
(1) Unless the CTR is to reverse an erroneous transfer, by submitting a CTR to a network operator the retailer represents and warrants that—

(a) it will assume the rights and obligations regarding the supply of electricity to the contestable customer that is the subject of the CTR from the transfer time; and
(b) if the retailer requests in the CTR that a new meter be installed or the transfer of the contestable customer requires the installation of an interval meter—it will pay the costs of the requested meter, associated equipment and installation, to the extent that such costs would be incurred by a network operator acting in good faith and in accordance with good electricity industry practice, seeking to achieve the lowest sustainable costs of providing the metering capability; and

(Note: if a retailer requests that a new meter be installed in a CTR, as well as being a CTR for the purposes of Part 3 of this Code, the CTR will also constitute a ‘metering service order’ under the metering code.)
(c) it has the verifiable consent of the contestable customer to effect the transfer to which the CTR relates.
(2) The retailer makes the representations and warranties in clause 4.6(1) on each day until the transfer occurs or the CTR is withdrawn under clause 4.8.
(3) If the contestable customer’s verifiable consent ceases to apply before the transfer occurs, the incoming retailer must withdraw the CTR under clause 4.8.

(Example: The verifiable consent of the contestable customer ceases to apply if it is withdrawn by the contestable customer.)
(4) A breach of a representation and warranty in clause 4.6(1) is a breach of this Code.

(Note: If this Code is being applied as a licence condition under sections 11 or 12 of the Act, a breach of this Code will be a breach of the relevant licence.)

(Note: In addition to any sanctions for breach of licence, a person who breaches the representation and warranty in clause 4.6(1) may be liable for misleading or deceptive conduct in breach of the Trade Practices Act 1974.)

4.7 Nominated transfer date
Unless the CTR is to reverse an erroneous transfer, an incoming retailer must nominate a transfer date ("nominated transfer date"), which must be—

(a) if the exit point is in a metropolitan area—at least 3 business days after the date the CTR is submitted; and
(b) if the exit point is not in a metropolitan area—at least 5 business days after the date the CTR is submitted; and
(c) in either case—no more than 50 business days after the date the CTR is submitted.
4.8 Withdrawing a CTR

(1) Unless otherwise agreed with the network operator, a retailer may electronically notify a network operator that it withdraws a CTR submitted by it to the network operator at any time before the transfer occurs.

(2) The retailer must pay any reasonable costs incurred by the network operator for either or both of providing and installing a meter until the earlier of—
   (a) the time the network operator receives and is reasonably able to act upon the notification under clause 4.8(1); and
   (b) the end of the business day that the network operator receives the notification under clause 4.8(1).

(3) Subject to clause 4.8(2) if a retailer withdraws a CTR under clause 4.8(1), the CTR is of no effect.

4.9 Objections to a CTR

(1) Subject to clause 4.9(4), a network operator must object to a CTR if one or more of the following applies—
   (a) the retailer does not comply with clause 4.4(1); or
   (b) information provided by the retailer in the CTR is inconsistent with the network operator’s records in respect of the contestable customer; or
   (c) the meter type at the connection point is inconsistent with that required under a metering code before the contestable customer may transfer, and the CTR does not request a new meter; or
   (d) the nominated transfer date does not comply with clause 4.7; or
   (e) the CTR is not valid under clause 4.5(2) or 4.5(3).

(2) A network operator must not otherwise object to a CTR.

(3) If a network operator objects to a CTR under clause 4.9(1), it must within 2 business days after the CTR was submitted, give an electronic notice to the retailer which submitted the CTR which—
   (a) sets out all the reasons for the objection; and
   (b) if clause 4.9(1)(a) applies—advises the retailer of the steps it needs to follow to enter into an access contract; and
   (c) if clause 4.9(1)(b) applies—identifies the data that is inconsistent with the network operator’s data; and
   (d) if clause 4.9(1)(c) applies—advises the retailer of the meter change required under the metering code and gives an estimate of the likely costs of doing so; and
   (e) if clause 4.9(1)(d) applies—advises the retailer why the nominated transfer date does not comply with clause 4.7.

(4) A network operator may make reasonable endeavours to resolve with a retailer any potential grounds for objection prior to objecting to the CTR.

(5) If under clause 4.9(4) the potential grounds for objection have been successfully resolved then, subject to clause 4.9(6), the CTR is—
   (a) valid; and
   (b) taken to have been submitted at the time the potential objection was resolved.

(6) If (due to the time taken to resolve potential grounds for objection) the operation of clause 4.9(5)(b) would result in the original nominated transfer date not complying with clause 4.7, then the resolution of the potential grounds for objection must include an agreement on a revised nominated transfer date which complies with clause 4.7.

(7) If a network operator notifies a retailer of an objection to a CTR under clause 4.9(1), the CTR is of no effect.

4.10 Network operator’s obligations following receipt of a valid CTR

(1) Following receipt of a valid CTR, but subject to clauses 4.10(2) and 4.10(3), the network operator must—
   (a) within 1 business day after it receives the CTR, electronically notify the current retailer of the nominated transfer date; and
   (b) ensure that any new meter installation and new service installation required to effect the transfer is undertaken on or before the nominated transfer date; and
   (c) ensure that either a scheduled meter read or a special meter read, as applicable, is conducted for the contestable customer on the nominated transfer date; and
   (d) otherwise use all reasonable endeavours to effect the transfer under this Part 4.

(2) If the network operator considers that it is unlikely to be able to meet the obligations under clause 4.10(1) within the timetable required under clause 4.10(1), then, subject to clause 4.10(3)—
   (a) the network operator must within 2 business days after receiving the CTR electronically notify the retailer which submitted the CTR of the reasons why the timetable will not be met and its proposed timetable for the transfer; and
   (b) the retailer which submitted the CTR may agree to the network operator’s proposed timetable for the transfer, in which case the agreed timetable applies; and
(c) if a timetable for the transfer agreed under clause 4.10(2)(b) involves a different nominated transfer date, the network operator must electronically notify the current retailer of the new nominated transfer date within 1 business day after agreement is reached under clause 4.10(2)(b); and

(d) if the retailer which submitted the CTR does not agree to the timetable proposed by the network operator, then the network operator must, acting in good faith and in accordance with good electricity industry practice, endeavour to enable the transfer to occur on the retailer’s nominated transfer date.

(3) If—
(a) a retailer submits a CTR under clause 4.4; and
(b) the network operator has not allocated a UMI for the contestable customer’s exit point; and
(c) the network operator is unable to determine a single exit point to which the data request relates,
then—
(d) the network operator must within 1 business day after receiving the CTR electronically notify the retailer of the exit points to which it is most likely that the CTR relates, up to a maximum of the 10 most likely exit points; and
(e) the network operator is not required to comply with clauses 4.10(1) and 4.10(2) in respect of the CTR.

4.11 The transfer

(1) A transfer may only occur on a day the contestable customer’s meter is actually read.

(2) If the contestable customer’s meter is read on the nominated transfer date, the transfer occurs at the start of the trading day on the nominated transfer date.

(3) If the contestable customer’s meter is not read on the nominated transfer date then—
(a) the network operator and the incoming retailer must work together to set a new nominated transfer date which (unless, subject to clause 4.7(c), the incoming retailer requests a later day) must be as close as practicable to the original nominated transfer date; and
(b) the network operator must within 1 business day after the nominated transfer date electronically notify the current retailer—
(i) that the meter was not read on the nominated transfer date; and
(ii) of the new nominated transfer date agreed between the network operator and incoming retailer under clause 4.11(3)(a);
and
(c) this clause 4.11 applies afresh in respect of the new nominated transfer date agreed between the network operator and incoming retailer under clause 4.11(3)(a).

(4) If a CTR is to reverse an erroneous transfer then the transfer occurs at the start of the trading day on the date of the erroneous transfer.

4.12 Effect of a transfer on an access contract

(Note: The intention of this clause 4.12 is to—
- provide a mechanism for the exit points specified in a retailer’s access contract to be automatically updated to accommodate a transfer; and
- override any provisions in a retailer’s access contract which act to hinder or frustrate the transfer or are otherwise inconsistent with the objectives of this Code; and
- allow other provisions in a retailer’s access contract which relate to the addition or removal of exit points to apply so long as these do not act to hinder or frustrate the transfer.)

(1) On and from the transfer time—
(a) the previous retailer’s access contract is by force of this Code amended to remove the contestable customer’s exit point; and
(b) the incoming retailer’s access contract is by force of this Code amended to include the contestable customer’s exit point.

(2) Clause 4.12(1) applies despite any provision to the contrary in an access contract or, if applicable, an access arrangement, but if the access contract or access arrangement, provides a mechanism for, or consequence of, the operation of clause 4.12(1), then the mechanism or consequence continues to apply except to the extent that it:
(a) hinders or frustrates the operation of clause 4.12(1); or
(b) is otherwise inconsistent with the objectives of this Code under clause 2.1.

(3) The parties to the access contract must negotiate in good faith any necessary amendments to the access contract consequential to the amendments made by clause 4.12(1) and, if applicable, clause 4.12(2).

(4) If the parties cannot agree amendments under clause 4.12(3) within 10 business days after the transfer, then—
(a) Part 7 applies; and
(b) the Authority when acting under Part 7 in connection with this clause 4.12 must, to the extent practicable in the circumstances, apply the principles which would be applied by the
4.13 After the transfer
The network operator must within 2 business days after the transfer date give an electronic notice of the transfer and transfer date to—
(a) the incoming retailer; and
(b) the previous retailer; and
(c) if applicable, the independent market operator for the purposes of allowing the independent market operator to meet its obligations under the market rules.
{Note: It is intended that the notice obligations under clause 4.13(c) and under the market rules may be satisfied by the same notice.}

4.14 Settlement
Following a transfer, the network operator and, if applicable, the independent market operator must do all that is necessary to ensure that—
(a) charges up to the transfer time are paid by or charged to the previous retailer; and
(b) charges from the transfer time are paid by or charged to the incoming retailer.

4.15 Rectifying an erroneous transfer
In relation to a transfer to reverse an erroneous transfer, all affected retailers, the network operator and, if applicable, the independent market operator must act in good faith to ensure that the rights and obligations of the affected contestable customer are as they would have been if the erroneous transfer had not occurred.
{Note: This clause 4.15 only applies to the rights and obligations of a contestable customer than has been transferred as a result of an erroneous transfer. It does not address the situation where a contestable customer should have been transferred but for some reason was not. In the latter case the prospective incoming retailer must submit a new CTR for the contestable customer under this Part 4.}

4.16 Incoming retailer must retain copy of verifiable consent
Unless the CTR is to reverse an erroneous transfer, an incoming retailer must keep a copy of a verifiable consent given to it by a contestable customer in relation to the lodgement of the CTR for 2 years after the date the verifiable consent was given.

4.17 Previous retailer must not bill past transfer time
Except in the case of an erroneous transfer, a previous retailer must not bill a contestable customer for charges incurred after the transfer time.

4.18 Charges for metering services
If a network operator must provide a metering service in connection with a CTR, the network operator may charge the retailer which submitted the CTR for the metering service if it is permitted to do so by, and in accordance with, the metering code.

PART 5—COMMUNICATION RULES

5.1 Development of communication rules
(1) A network operator must within 6 months after the commencement of this Code submit for approval by the Authority, rules governing the format and protocols through which the communication of information and data between the network operator and a retailer required by this Code is to occur ("communication rules").
(2) The Authority must not approve communication rules submitted under clause 5.1(1) unless it is satisfied that they—
(a) are reasonable; and
(b) are consistent with this Code.
(3) Before seeking the Authority's approval under clause 5.1, a network operator must—
(a) ensure retailers have been given a reasonable opportunity to make submissions to the network operator concerning the proposed communication rules; and
(b) have regard to the submissions made under clause 5.1(3)(a); and
(c) provide a report to the Authority that—
(i) identifies the process through which the proposed communication rules were developed, including details of consultation with retailers;
(ii) describes how the communication rules comply with the criteria set out in clause 5.1(2); and
(iii) includes copies of submissions received by the network operator from retailers.
(4) If the Authority has approved communication rules under clause 5.1(1), retailers and network operators must comply with the communication rules in the communication of information, data or both information and data required under this Code.
(5) A network operator may from time to time submit for approval by the Authority proposed revisions to approved communication rules, and this Part 5 applies, with appropriate amendments, in respect of the proposed revisions.
PART 6—NOTICES

6.1 Requirements for valid notice
To be a valid notice under this Code, a notice or other communication must be given in writing in accordance with this Part 6 and—
(a) by post, to the recipient’s notified postal address; or
(b) by facsimile, to the recipient’s notified facsimile number; or
(c) electronically, to the recipient’s notified electronic communication address.

6.2 Notices under Part 3 or Part 4 must identify exit point
A notice in relation to a data request or a CTR under Part 3 or Part 4 must identify the exit point to which it relates.

6.3 Network operators
(1) A network operator must use reasonable endeavours to ensure that a retailer can give it a notice by each of the following means—
(a) post; and
(b) facsimile; and
(c) electronic communication,
and the network operator must notify the retailer of a telephone number for voice communication in connection with this Code.
(2) A network operator must notify each retailer of its initial contact details, and of any change to its contact details at least 3 business days before the change takes effect.
(3) If a retailer has not provided the network operator with its contact details, then the network operator may comply with clause 6.3(2) in respect of the retailer by placing a reasonably prominent advertisement in a newspaper which has circulation throughout the State.

6.4 Retailers
(1) If requested by a network operator with whom it has entered into an access contract, a retailer must notify its contact details to the network operator within 3 business days after the request.
(2) A retailer must notify any change to contact details it notified to a network operator under clause 6.4(1) at least 3 business days before the change takes effect.

6.5 Receipt
(1) A notice sent by post within Australia is deemed to have been received by the intended recipient 3 business days after it was sent.
(2) A notice sent by facsimile transmission which is transmitted—
(a) on or before 15:00 hours on a business day is deemed to have been received by the intended recipient on that business day; and
(b) after 15:00 hours on a business day, or on a day which is not a business day, is deemed to have been received by the intended recipient on the first business day following the date of transmission,
provided that the sender of the notice is able to produce a transmission report produced by the machine from which the facsimile was sent showing successful uninterrupted facsimile transmission of all pages of the relevant notice to the facsimile number of the intended recipient.
(3) A notice sent electronically is deemed to have been received by the intended recipient in accordance with Annex 6.

6.6 Electronic communication
If under this Code a network operator or retailer must or may send a thing electronically, the network operator or retailer must send that thing to the network operator’s notified electronic communication address or recipient’s notified electronic communication address, as applicable, in accordance with Annex 6.

PART 7—DISPUTE RESOLUTION

7.1 Dispute resolution procedures
(1) If any dispute or difference arises in respect of any matter under or in connection with this Code (“dispute”) between—
(a) a network operator and a retailer or retailers; or
(b) a retailer and another retailer or retailers; or
(c) a network operator and the independent market operator; or
(d) a retailer or retailers and the independent market operator,
(“disputing parties”)
then (subject to clause 7.2(3)) representatives of the disputing parties must meet within 5 business days after a request by any of the disputing parties and attempt to resolve the dispute by negotiations in good faith (“representative negotiations”).
(2) If the representative negotiations do not resolve the dispute within 10 business days after their first meeting, the dispute must (subject to clause 7.2(3)) be referred to the senior executive officer of each
disputing party who must attempt to resolve the dispute by negotiations in good faith (“CEO negotiations”).

(3) If the dispute is resolved by representative negotiations or CEO negotiations, the disputing parties must

(a) prepare a written record of the resolution and sign the record; and
(b) adhere to the resolution.

7.2 Referral of disputes to the Authority

(1) If a dispute is not resolved within 20 business days after the dispute is referred to CEO negotiations, then any disputing party may by notice to each other disputing party refer the dispute to the Authority.

(2) A disputing party may request the Authority to conduct a dispute resolution before representative negotiations or CEO negotiations if the disputing party considers that the dispute is of an urgent nature.

(3) The Authority may deal with any request under clause 7.2(2) in its absolute discretion.

(4) The disputing party referring the dispute to the Authority must give notice to the Authority of the nature of the dispute, including—

(a) the breach, act, omission or other circumstance forming the basis for the dispute; and
(b) the provision within this Code or other basis for the dispute.

7.3 Informality and expedition

(1) Subject to the rules of natural justice, the Authority must conduct a dispute resolution with as little formality and technicality, and with as much expedition, as the requirements of this Part 7, and a proper hearing and determination of the dispute, permit.

(2) The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in clause 7.3(1).

7.4 Authority may determine own procedures

Subject to the rules of natural justice, the Authority may from time to time specify procedures (either of general application or in respect of all or some part of a particular dispute) for a dispute resolution including:

(a) the manner of any submissions by the disputing parties; and
(b) whether, and if so the extent to which, legal representation is permitted; and
(c) regulating the conduct of the disputing parties.

7.5 Powers of Authority

Subject to the rules of natural justice, the Authority may:

(a) inform itself independently as to facts and if necessary technical matters to which the dispute relates; and
(b) receive written submissions and sworn and unsworn written statements; and
(c) consult with such other persons as the Authority thinks fit; and
(d) take such measures as the Authority thinks fit to expedite the completion of the dispute resolution.

7.6 Orders which may be made

Subject to the Act and this Code, in determining a dispute the Authority may make any order which it considers expedient to justly dispose of the dispute.

7.7 Timing of dispute resolution

The Authority must make a determination of the dispute within 20 business days after its appointment or such further period as the disputing parties may agree. If any of the disputing parties considers that the dispute is of an urgent nature and needs to be resolved within a shorter period, then that disputing party may apply to the Authority, and the Authority may reduce the period of 20 business days to such lesser period as the Authority considers appropriate having regard to the interests of all disputing parties and this Code, being not less than 10 business days.

7.8 Written determination

The Authority must deliver a written determination which sets out the reasons for the determination and the findings of fact on which the determination is based.

7.9 Dispute resolution to be held in Perth

Unless the disputing parties agree otherwise, the dispute resolution must be held in Perth, Western Australia.

7.10 Authority’s finding is final

The findings of the Authority are final and binding on the disputing parties.

7.11 Costs of the Authority

The costs of the Authority are to be determined in the discretion of the Authority which may direct by whom and in what manner the whole or any part of the costs are to be paid.
7.12 Referral to the Authority does not affect the obligations of the parties

The referral of any matter to the Authority does not relieve any party from performing its obligations under this Code pending the determination of the dispute.

PART 8—CODE AMENDMENT

8.1 Amendment & review

(1) The Authority on its own initiative or in response to a proposal by a retailer, network operator or any other interested person may recommend to the Minister an amendment to this Code, if the Authority considers the proposed amendment would better achieve the objectives of this Code under Part 2.

(2) The Authority must notify all retailers and network operators if it proposes to recommend an amendment to this Code, and provide an explanation of why it considers the amendment will better achieve some or all of the objectives of this Code under Part 2.

(3) Unless the Authority is satisfied on reasonable grounds that an amendment is urgently required, the Authority must not recommend an amendment to this Code unless—

(a) retailers and network operators have been given a reasonable opportunity to make representations to the Authority concerning the proposed amendment; and

(b) the Authority has taken those representations into account.

(4) Before recommending an amendment to this Code, the Authority may also seek representations from other interested persons, and if it does so, the Authority must have regard to those representations.

ANNEX 1—REQUEST FOR STANDING DATA FORM

[See clause 3.1(1)(a).]

A network operator’s request for standing data form must require a retailer to provide the following information—

(a) either or both of the name and, if applicable, identification number or code of the retailer submitting the request for standing data; and

(b) either:

(i) if the network operator has not allocated a UMI for the exit point—the contestable customer’s—

A. lot number and, if applicable, unit number; and

B. street number; and

C. street; and

D. suburb,

or

(ii) if the network operator has allocated a UMI for the exit point—the contestable customer’s UMI and checksum.

(Note: Once a exit point has been assigned a UMI, all communication between the network operator and the retailer should be through reference to the UMI and the checksum associated with the UMI. This will reduce potential for errors. However, UMIs are not expected to be allocated to exit points until the implementation of the Metering Business System by Western Power. For this reason it is necessary to provide, as a transitional measure, for the retailer to provide the information outlined in Annex 1(b)(i) and equivalent provisions in the other Annexes.)

ANNEX 2—REQUEST FOR HISTORICAL CONSUMPTION DATA FORM

[See clause 3.1(1)(b).]

A network operator’s request for historical consumption data form must require a retailer to provide the following information—

(a) either or both of the name and, if applicable, identification number or code of the retailer submitting the request for standing data; and

(b) either—

(i) if the network operator has not allocated a UMI for the exit point—the contestable customer’s—

A. name; and

B. lot number and, if applicable, unit number; and

C. street number; and

D. street; and

E. suburb; and

F. meter number(s),

or

(ii) if the network operator has allocated a UMI for the exit point—the contestable customer’s UMI and checksum.
ANNEX 3—CUSTOMER TRANSFER REQUEST FORM

A network operator’s CTR form must require a retailer to provide the following information—
(a) either or both of the name and, if applicable, identification number or code of the retailer submitting the CTR; and
(b) either—
   (i) if the network operator has not allocated a UMI for the exit point—the contestable customer’s—
      A. name; and
      B. lot number and, if applicable, unit number; and
      C. street number; and
      D. street; and
      E. suburb; and
      F. meter number(s),
   or
   (ii) if the network operator has allocated a UMI for the exit point—the contestable customer’s UMI and checksum; and
(c) the reason for the transfer, under clause 4.2(2) of this Code; and
(d) either or both of the name and, if applicable, identification number or code of the retailer to whom the customer is to be transferred; and
(e) the nominated transfer date, which must comply with clause 4.7 of this Code; and
(f) whether a new meter is required to enable transfer, or for any other reason, and if so, a request for the installation of a particular type of suitable meter; and
(g) estimated annual electricity consumption of the customer; and
(h) if applicable, details of the incoming retailer’s access contract to which the CTR is proposed to relate; and
   (i) if applicable, the proposed network access pricing structure or arrangement to be agreed between the network operator and the retailer to apply for the customer to be transferred.

ANNEX 4—STANDING DATA AND HISTORICAL CONSUMPTION DATA

A4.1 Standing data
If a retailer submits a request for standing data to the network operator, the network operator must provide, if available, the following information—
(a) UMI and its status (connected or disconnected); and
(b) full details of the address; and
(c) sub-station name; and
(d) distance from sub-station; and
(e) voltage; and
(f) distribution loss factor; and
(g) network tariff description; and
(h) meter type; and
   (i) meter number(s); and
   (j) last and next scheduled meter read date or day number; and
   (k) whether a new meter (or communications) is required under the metering code before the contestable customer may transfer.

A4.2 Historical consumption data
If a retailer submits a request for historical consumption data to the network operator then—
(a) the network operator must provide, if available, metering data for the contestable customer for at least the previous 12 months (but nothing limits the parties’ ability to agree to a longer period); and
(b) all data must be provided as interval data unless unavailable, in which case accumulation data must be provided; and
(c) the type of data which must be provided under clause A4.2(a) is dependent on the capabilities of the meter at the exit point (for example, Peak/Off peak kWh, Peak/Off peak kW, All time kWh, kVArh, kVA).
ANNEX 5—UMI DISCOVERY PROCEDURE

A5. UMI discovery procedure
(1) This Annex 5 does not apply in respect of a network until a date notified by the network operator to all relevant retailers and, if applicable, the independent market operator.
(2) A retailer may under this Annex 5 request the network operator to provide, for each exit point at a contestable customer’s premises, either:
   (a) a UMI and checksum for the exit point; or
   (b) notice that a UMI has not been allocated to the exit point.
(3) A request made by a retailer under paragraph (2) may be made by reference to a—
   (a) meter number(s); or
   (b) street address.
(4) The network operator may reject a request under paragraph (2) if there is no contestable customer at the address or supplied using the meter specified under paragraph (3).
(5) A network operator must respond to a request under paragraph (2) from a retailer for a UMI and checksum for an exit point within 1 business day after the retailer’s request.
(6) If a request made under paragraph (2) does not return a single UMI and checksum, the network operator must provide most likely matches to the retailer up to a maximum of 99 likely matches.
(7) If a request made under paragraph (2) returns a single UMI and checksum, the network operator must, unless otherwise advised by the retailer, provide the UMI and checksum for the relevant exit point.

ANNEX 6—ELECTRONIC COMMUNICATIONS PROTOCOL

A6.1 Interpretation
For the purposes of this Annex 6—
“addressee” means the person to whom an electronic communication is sent.
“automated response message” means an electronic communication (“reply email”) sent automatically upon receipt of an electronic communication (“original email”), if the reply email is sent from an addressee’s information system to the originator of the original email, acknowledging that the original email has been received by the addressee’s information system and containing—
   (a) the name of the originator of the original email; and
   (b) at least the time, date and subject title of the original email; and
   (c) the name of the addressee of the original email; and
   (d) the date and time the original email was received by the addressee’s information system (which in the absence of evidence to the contrary is taken to be the creation date of the reply email).
“information” means information in the form of data, text, images or sound.
“information system” means a system for generating, sending, receiving, storing or otherwise processing electronic communications.
“originator” means the person who sends an electronic communication to an addressee.
“purported originator” means the person on the face of the electronic communication who appears to be, or purports to be the originator, including by purported compliance with clause A6.5.

A6.2 Electronic communication addresses
Each network operator and retailer must—
   (a) use reasonable endeavours to ensure that the information system, on which electronic communications addressed to the electronic communication address are received, is operational—
      (i) a 24 hours-a-day; and
      (ii) 7 days-a-week,
   (b) establish a mechanism to generate an automated response message for each electronic communication (other than an automated response message) received at the electronic communication address.

A6.3 Requirement for automated response message
(1) An electronic communication is neither given nor received under this Code until the originator receives the addressee’s automated response message for the electronic communication.
(2) It is the originator’s responsibility for each attempted electronic communication to verify that it receives an automated response message, and if it does not receive an automated response message arrange either for—
   (a) retransmission of the electronic communication; or
   (b) communication of the information by an alternative medium (but this clause A6.3(2) does not limit the addressee’s responsibilities under clause A6.3(4)).

(3) If the originator receives an automated response message for an electronic communication, then (unless the addressee proves otherwise) for the purposes of this Code the—
   (a) originator has sent; and
   (b) addressee has received, the electronic communication at the date and time shown in the automated response message.

(4) It is the addressee’s responsibility for each electronic communication for which the addressee’s information system generates an automated response message to—
   (a) read the electronic communication and the information it contains, and if applicable communicate it to the appropriate worker within the addressee’s organisation; and
   (b) if necessary, notify the originator of any difficulty in opening, reading, de-compressing or otherwise accessing (in a form reasonably readable) any information contained in the electronic communication; and
   (c) if it appears to the addressee that the addressee was not the intended or correct recipient of the information in the electronic communication, communicate this fact to the originator.

A6.4 Location
Unless otherwise agreed between the originator and the addressee of an electronic communication, the electronic communication and the information it contains is deemed to have been sent from the originator’s place of business and received at the addressee’s place of business.

A6.5 Attribution of electronic communications and reliance
(1) Except to the extent that—
   (a) the purported originator of an electronic communication and the addressee of the electronic communication agree otherwise; or
   (b) the purported originator of an electronic communication proves otherwise, the addressee of an electronic communication in respect of which an automated response notice has been given may assume for all purposes under this Code that the—
   (c) purported originator of the electronic communication is the originator of the electronic communication; and
   (d) electronic communication was sent by, or with the knowledge and express authority of, the purported originator.

A6.6 Signatures
An electronic communication must identify the originator.

A6.7 Information format
An originator must use reasonable endeavours, in selecting the data format for information contained in an electronic communication, to adopt a consistent format over time to facilitate any automated processing of the information by the addressee.