



Western Australia

Energy Coordination Act 1994

## **Gas Marketing Code of Conduct 2022**



# Gas Marketing Code of Conduct 2022

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### Defined terms



## Gas Marketing Code of Conduct 2022

### Part 1 — Preliminary

#### 1. Citation

This code is the *Gas Marketing Code of Conduct 2022*.

#### 2. Commencement

This code comes into operation as follows —

- (a) Part 1 — on the day on which this code is published in the *Gazette*;
- (b) the rest of the code — on 1 July 2022.

#### 3. Terms used

In this code —

***alternative tariff***, for a small use customer, means a tariff other than the tariff under which the customer is currently supplied gas;

***AS***, followed by a designation, means an Australian Standard having that designation that is published by Standards Australia;

***Australian Consumer Law (WA)*** has the meaning given in the *Fair Trading Act 2010* section 17(1);

***business day*** means a day other than a Saturday, a Sunday or a public holiday throughout the State;

***Compendium*** means the Compendium of Gas Customer Licence Obligations prepared and administered by the Authority;

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**complaint** means an expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required;

**concession** means a concession, rebate, subsidy or grant, available to residential customers only, in relation to the supply of gas;

**contact** means contact that is —

- (a) face to face; or
- (b) by telephone; or
- (c) by post or facsimile; or
- (d) by email or other means of electronic communication;

**contract** means a standard form contract or a non-standard contract;

**cooling-off period**, in relation to a contract, means the period specified in the contract as the cooling-off period;

**distributor**, in relation to a small-use customer who has entered into a contract, means the person who holds the distribution licence under Part 2A of the Act for the system through which gas is supplied to the customer under the contract;

**gas industry ombudsman** means the Energy and Water Ombudsman Western Australia performing the function of gas industry ombudsman under a scheme approved under Part 2D of the Act and an agreement under the *Parliamentary Commissioner Act 1971* section 34;

**gas marketing agent** —

- (a) means a person who acts on behalf of a retailer —
  - (i) for the purpose of obtaining new customers for the retailer; or
  - (ii) in dealings with existing customers in relation to contracts for the supply of gas by the retailer;

and

(b) includes a representative, agent or employee of a person referred to in paragraph (a); but

(c) does not include a customer representative;

**marketing identification number** means a unique number assigned by a retailer to each gas marketing agent acting on its behalf;

**National Interpreter Symbol** means the national public information symbol “Interpreter Symbol” (with text) developed by the State of Victoria in partnership with the Commonwealth, State and Territory governments in accordance with AS 2342-1992;

**non-standard contract** has the meaning given in section 11WB of the Act;

**residential customer** means a small use customer who consumes gas solely for domestic use;

**retailer** means a person who holds a trading licence under Part 2A of the Act;

**standard form contract** has the meaning given in section 11WB of the Act;

**unsolicited consumer agreement** has the meaning given in the Australian Consumer Law (WA) section 69;

**verifiable confirmation** means confirmation that is given to a retailer or a gas marketing agent —

- (a) expressly; and
- (b) in writing or orally; and
- (c) by a small use customer or a nominated person competent to give the confirmation on the customer’s behalf;

**verifiable consent** means consent that is given to a retailer or a gas marketing agent —

- (a) expressly; and
- (b) in writing or orally; and

**cl. 3**

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

Note for this clause:

A term used in this code has the same meaning as it has in the *Energy Coordination Act 1994*. See the *Energy Coordination Act 1994* sections 3 and 11ZPL in particular, and the *Interpretation Act 1984* section 44.

*[Parts 2 and 3 have not come into operation.]*





## Notes

This is a compilation of the *Gas Marketing Code of Conduct 2022*. For provisions that have come into operation see the compilation table. For provisions that have not yet come into operation see the uncommenced provisions table.

### Compilation table

Citation	Published	Commencement
<i>Gas Marketing Code of Conduct 2022</i> Pt. 1	SL 2022/109 28 Jun 2022	28 Jun 2022 (see cl. 2(a))

### Uncommenced provisions table

To view the text of the uncommenced provisions see *Subsidiary legislation as made* on the WA Legislation website.

Citation	Published	Commencement
<i>Gas Marketing Code of Conduct 2022</i> (other than Pt. 1)	SL 2022/109 28 Jun 2022	1 Jul 2022 (see cl. 2(b))

## Defined terms

*[This is a list of terms defined and the provisions where they are defined.*

*The list is not part of the law.]*

<b>Defined term</b>	<b>Provision(s)</b>
alternative tariff.....	3
AS .....	3
Australian Consumer Law (WA) .....	3
business day .....	3
Compendium.....	3
complaint .....	3
concession.....	3
contact.....	3
contract .....	3
cooling-off period .....	3
distributor.....	3
gas industry ombudsman.....	3
gas marketing agent .....	3
marketing identification number .....	3
National Interpreter Symbol .....	3
non-standard contract.....	3
residential customer .....	3
retailer .....	3
standard form contract .....	3
unsolicited consumer agreement .....	3
verifiable confirmation.....	3
verifiable consent .....	3