

# **Compendium of Gas Customer Licence Obligations**

*(Compendium)*

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# Part 1 – Preliminary

## 1. Commencement of Compendium

The obligations in this *Compendium* apply to the *retailer* and *distributor* (as the case may be) on and from 1 July 2024.

## 2. Interpretation of Compendium

- (1) The headings of the Parts, Divisions, and Subdivisions into which this *Compendium* is divided may assist with the interpretation of this *Compendium*.
- (2) Notwithstanding clause 2(1), a heading to an individual clause, or a marginal note or footnote in this *Compendium* does not affect the interpretation of this *Compendium* and are for convenience or information only.
- (3) A reference to a person or any word or expression descriptive of a person in this *Compendium* is to include a public body, company, or association or body of persons, corporate or unincorporate.
- (4) 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.
- (5) Other parts of speech and grammatical forms of a word or phrase defined in this *Compendium* have a corresponding meaning.
- (6) The definitions in the *Compendium* only apply to the terms and conditions in the *Compendium* of this licence and will not apply to any of the other parts of this licence.

## 3. Terms used

In this *Compendium*, unless the contrary intention appears –

“**Act**” means the *Energy Coordination Act 1994*.

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

“**appropriate consumer representatives**” means persons or bodies that may reasonably be expected to represent the interest of persons who may be experiencing *family violence*.

“**AS**”, followed by a designation, refers to an Australian Standard having that designation that is published by Standards Australia, and any subsequent iteration of that Australian Standard as it is amended from time to time.

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

“**basic living needs**” includes –

- (a) rent or mortgage; and
- (b) utilities (for example, electricity, phone and water); and
- (c) food and groceries; and
- (d) transport (including petrol and car expenses); and
- (e) childcare and school fees; and
- (f) clothing; and

(g) medical and dental expenses.

**“bill issue date”** means the date on which a bill is sent by a *retailer* to a *customer*.

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

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

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

**“Centrelink”** means the Commonwealth agency known as *Centrelink*

**“Centrepay”** means the facility that allows *Centrelink* customers to have automatic deductions taken from *Centrelink* payments.

**“Compendium”** means this *Compendium* titled *Compendium of Gas Customer Licence Obligations (Compendium)*.

**“collective customer”** means a *customer* –

- (a) who receives a single bill from the *retailer* for gas supplied at two or more *supply addresses*; or
- (b) who is supplied gas from the same *retailer* at multiple sites at a single *supply address*.

**“complaint”** means an expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a *complaint*, for which 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, related to the supply of gas.

**“contact”** means contact that is:

- (a) face to face; or
- (b) by *telephone*; or
- (c) by post; or
- (d) by *electronic means*.

**“contract”** means a *standard form contract* or a *non-standard contract*.

**“customer”** means a person:

- (a) to whom gas is sold for the purpose of consumption; and
- (b) who consumes not more than 1 terajoule of gas per annum.

**“customer experiencing financial hardship”** means a *residential customer* who has been assessed by a *retailer* under clause 34 as experiencing *financial hardship*.

**“designated person”** means:

- (a) a *residential customer*; or
- (b) another person named on the account of a *residential customer*; or
- (c) a former *residential customer* who owes a debt to the *retailer*.

**“disconnection warning”** means a notice in writing issued in accordance with clause 42(1)(c) or clause 45(2)(d).

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

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

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

“**emergency**” means the actual or imminent occurrence of an event that:

- (a) in any way endangers or threatens to endanger the safety or health of any person in Western Australia; or
- (b) which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

“**family violence**” has the meaning given in the *Restraining Orders Act 1997* section 5A.

“**financial hardship**”, in relation to a *residential customer*, means a state of long-term financial disadvantage as a result of which the *customer* is unable to pay an outstanding amount as required by a *retailer* without affecting the *customer’s* ability to meet the *basic living needs* of the *customer* or a dependent of the *customer*.

“**gas marketing agent**” has the meaning given to that term in the *Gas Marketing Code*.

“**Gas Marketing Code**” means the *Gas Marketing Code of Conduct 2022*, as amended or repealed and replaced by the *Authority* under Part C of the *Act*.

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

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

“**interruption**”

- (a) means the temporary unavailability of supply of gas from the distribution system to a *supply address*, but
- (b) does not include a disconnection under Part 7.

“**meter**” means an instrument that measures and records the quantity of gas passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of gas.

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

“**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.

“**non-standard contract**” has the meaning given in section 11WB of the *Act*.

“**overcharging**” includes the overcharging of a *customer* as the result of –

- (a) an error, defect or default for which the *retailer* or *distributor* is responsible (including when a *meter* is found to be defective); or
- (b) the *retailer* basing a bill or bills on estimated energy data (provided either under clause 14(1)(a) or due to the *retailer’s* estimate under clause 12(2)(a)-

(c) that is greater than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual *meter* reading undertaken by the *distributor* or *metering agent*.

“**payment plan**” has the meaning given in clause 4.

“**payment problems**” includes, payment problems relating to a *historical debt*.

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

“**public holiday**” means a day that is appointed or declared a public holiday in Western Australia by the *Public and Bank Holidays Act 1972*.

“**relevant consumer representative**” –

(a) means a person who may reasonably be expected to represent the interests of *residential customers* who are experiencing –

- (i) difficulties in paying their bills; or
- (ii) *financial hardship*; and

(b) includes financial counsellors.

“**reminder notice**” means a notice in writing issued in accordance with clause 42(1)(a).

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

“**resolved**”, in relation to a *complaint*, means that –

(a) a decision or determination has been made by the *retailer* or *distributor* (as relevant) with respect to the *complaint*, and

(b) in making the decision or determination, the *retailer* or *distributor*, had regard to the nature and particular circumstances of the *complaint*, and used all reasonable steps to ensure the best possible approach to addressing the *complaint*.

“**retail market procedures**” means the *Retail Market Procedures (WA)* published by the Australian Energy Market Operator as amended from time to time forming part of the approved retail market scheme under the *Act*.

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

“**shortened billing cycle**” –

(a) means a *billing cycle* that is shorter than a *customer’s* standard *billing cycle*; but

(b) does not include a *billing cycle* agreed under clause 10(3).

“**standard form contract**” has the meaning given in section 11WB of the *Act*.

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

“**undercharging**” - includes the undercharging of a *customer* that is the result of –

(a) an error, defect or default for which the *retailer* or *distributor* is responsible (including when a *meter* is found to be defective); or

(b) the *retailer* basing a bill or bills on estimated energy data (provided either under clause 14(1)(a) or due to the *retailer’s* estimate under clause



12(2)(a)-(c)) that is less than the actual value (not being a deemed actual value) of energy used where the actual value is derived from an actual meter reading undertaken by the *distributor* or *metering agent*; or

(c) a failure to issue a bill to a *customer*

**“verifiable consent”** means consent that is given to a *retailer* or *gas marketing agent* –

(a) expressly; and

(b) in writing or orally; and

(c) by a *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.

**“vulnerable customer”** means a *designated person* –

(a) who has advised the *retailer* that they are affected by *family violence*; or

(b) who the *retailer* has reason to believe is affected by *family violence*.

#### **4. Payment plans**

(1) For the purposes of this *Compendium*, a *payment plan* is an interest-free and fee-free plan or other arrangement between a *retailer* and a *residential customer* under which the *residential customer* is allowed to pay a bill, any arrears or a charge (including a disconnection or reconnection charge) by 2 or more instalments while continuing consumption of gas.

(2) In subclause (1) a fee includes any fee or charge associated with the establishment or operation of a *payment plan* that would not otherwise be payable if the *residential customer* had not entered into the *payment plan*.

#### **5. Provision of information to customers**

(1) In this clause –

*designated entity* means –

(a) a *retailer*; or

(b) a *distributor*; or

(c) a *gas marketing agent*.

(2) If this *Compendium* requires a *designated entity* to give or provide information to a *customer* on request, the *designated entity* may satisfy this requirement by –

(a) referring the *customer* -

(i) to the information on a *retailer’s* or *distributor’s* website (as the case requires); or

(ii) subject to subclause (4), to a mobile application or an electronic communication portal where the information may be obtained; or

(b) providing a copy of the information to the *customer*.

(3) The *designated entity* must provide a copy of the information to the *customer* if the *customer* requests a copy.

- (4) A *designated entity* may rely on subclause (2)(a)(ii) only if the *designated entity*, when referring a *customer* to the mobile application or portal, advises the *customer* that the *customer* is also entitled to be provided with a copy of the information by the designated entity.
- (5) This clause does not limit any other provision of this code relating to the provision of information.

**6. Variation relating to standard form contracts**

- (1) A *retailer* and a *customer* may agree that the following clauses do not apply, or are amended in their application, to a *standard form contract* –
  - (a) 9(2);
  - (b) 12(2)(c)(ii)
  - (c) 31(1);
  - (d) 47.
- (2) An agreement under subclause (1) may be a written or a verbal agreement.

**7. Variation relating to non-standard form contracts**

- (1) are amended in their application, to a *non-standard contract* –
  - (a) 9(2);
  - (b) 10;
  - (c) 11;
  - (d) 12(2)(c)(ii)
  - (e) 13(1) to (6);
  - (f) 26;
  - (g) 27;
  - (h) 28;
  - (i) 31;
  - (j) 47
- (2) An agreement under subclause (1) may be a written or a verbal agreement.

## Part 2 – Marketing

### 8. Retailers must ensure gas marketing agents comply with this Compendium

*A retailer must ensure that any gas marketing agent engaged by the retailer complies with the obligations under this Compendium.*

Note: This *Compendium* is not the only compliance obligation in relation to marketing. Other State and Commonwealth laws apply to marketing activities, including the *Fair Trading Act 2010* (WA), the *Spam Act 2003* (Commonwealth), the *Spam Regulations 2021* (Commonwealth), the *Do Not Call Register Act 2006* (Commonwealth), the *Telecommunications (Telemarketing and Research Calls) Industry Standard 2017* (Commonwealth) and the *Privacy Act 1988* (Commonwealth).

## Part 3 – Connection

### 9. Obligation to forward connection request

- (1) If a *retailer* agrees to sell gas 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) A *retailer* must forward the *customer's* request for connection to the *distributor* –
  - (a) if the request is received before 3pm on a *business day* - on that same day;  
or
  - (b) if the request is received after 3pm or on a Saturday, Sunday or a *public holiday* – no later than the next *business day*.

# Part 4 – Billing

## Division 1 – Billing cycles

### 10. Standard billing cycle

- (1) Unless subclause (2) applies, a *retailer* must issue a bill to a *customer* at least every 105 days.
- (2) A *retailer* may issue a bill that is outside the timeframe under subclause (1) if the *retailer* -
  - (a) has not received the required metering data from the *distributor* for the purpose of preparing the bill, despite using its best endeavours to obtain the metering data from the *distributor*; or
  - (b) is unable to comply with the timeframe due to the actions of the *customer* in circumstances in which –
    - (i) the *customer* is supplied with gas under a deemed contract pursuant to section 11WK of the *Act*; and
    - (ii) the bill is the first bill issued to that *customer* at that *supply address*.
- (3) A *retailer* and a *customer* may agree to a *billing cycle* with a regular recurrent period that differs from the *customer's* standard *billing cycle* if –
  - (a) the *retailer* obtains the *customer's* *verifiable consent* to the new *billing cycle*; and
  - (b) the regular recurrent period of the new *billing cycle* does not exceed 105 days.

### 11. Shortened billing cycle

- (1) A *retailer* must not place a *residential customer* on a *shortened billing cycle* unless subclause (2) applies.
- (2) A *retailer* may place a *customer* on a *shortened billing cycle* if –
  - (a) in the case of a *residential customer* – the *customer* is not a *customer experiencing financial hardship*; and
  - (b) the *retailer* has given the *customer* a *reminder notice* for 3 consecutive bills; and
  - (c) before the 3<sup>rd</sup> *reminder notice* is given to the *customer*, the *retailer* has given the *customer* a notice informing the *customer* that –
    - (i) receipt of a 3<sup>rd</sup> *reminder notice* may result in the *customer* being placed on a *shortened billing cycle*; and
    - (ii) if the *customer* is a *residential customer*, assistance is available for *residential customers* experiencing problems paying their bills; and
    - (iii) the *customer* may obtain further information from the *retailer* on a specified telephone number; and
    - (iv) once on a *shortened billing cycle*, the *customer* must pay 3 consecutive bills by the due date to return to the *customer's* former *billing cycle*.
- (3) The *retailer* must, within 10 *business days* after placing the *customer* on a *shortened billing cycle* under subclause (2), give the *customer* notice that –
  - (a) the *customer* has been placed on a *shortened billing cycle*; and

- (b) the *customer* must pay 3 consecutive bills by the due date shown on each bill to return to the *customer's* former *billing cycle*; and
  - (c) failure to make a payment may result in arrangements being made for disconnection of the supply of gas.
- (4) A *billing cycle* shortened under subclause (2) must be at least 10 *business days*.
  - (5) A *retailer* must, on request, return a *customer* who is subject to a *shortened billing cycle* under subclause (2) and has paid 3 consecutive bills by the due date to the *customer's* former *billing cycle*.
  - (6) A *retailer* must inform a *customer* who is subject to a *shortened billing cycle* under subclause (2), at least once every 3 months, that if the *customer* pays 3 consecutive bills by the due date of each bill, the *customer* will be returned, on request, to the *customer's* former *billing cycle*.

## 12. Bill smoothing

- (1) A *retailer* may, on receipt of a request by a *customer*, provide the *customer* a bill which reflects a bill smoothing arrangement, in respect of any 12 month period, notwithstanding clause 10.
- (2) If a *retailer* provides a *customer* with a bill under a bill smoothing arrangement pursuant to subclause (1), the *retailer* must ensure that –
  - (a) the amount payable under each bill is initially the same and is set out on the basis of –
    - (i) the *retailer's* initial estimate of the amount of gas the *customer* will consume over the 12 month period;
    - (ii) the relevant supply charge for the consumption of gas and any other charges related to the supply of gas, as agreed with the *customer*;
    - (iii) any overcharge or undercharge from a previous bill smoothing arrangement; and
    - (iv) any other relevant information provided by the *customer*.
  - (b) the initial estimate is based on the *customer's* historical billing data or, where the *retailer* does not have that data, the likely average consumption at the relevant tariff calculated over the 12 month period as estimated by the *retailer*;
  - (c) in or before the seventh month –
    - (i) the *retailer* re-estimates the amount under subclause (2)(a)(i), taking into account any *meter* readings and relevant seasonal and other factors agreed with the *customer*; and
    - (ii) if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be re-set to reflect that difference; and
  - (d) at the end of the 12 month period, or any other time agreed between the *retailer* and the *customer* and at the end of the bill smoothing arrangement, the *meter* is read and any overcharge or undercharge during that bill smoothing arrangement is included on the next bill in accordance with clauses 21 and 22; and
  - (e) the *retailer* has obtained the *customer's* *verifiable consent* to the
  - (f) *retailer* billing on that basis; and

- (g) if the bill smoothing arrangement between the *retailer* and the *customer* is for a defined period or has a specified end date, the *retailer* must no less than one month before the end date of the bill smoothing arrangement notify the *customer* in writing:
  - (i) that the bill smoothing arrangement is due to end; and
  - (ii) the options available to the *customer* after the bill smoothing arrangement has ended.

## Division 2 – Contents of bill

### 13. Contents of bill

- (1) In addition to any information required to be included on a *customer's* bill under another provision of this *Compendium*, a *retailer* must include the information set out in this clause on the *customer's* bill.
- (2) The bill must include the following information in relation to the particular service –
  - (a) the *supply address*;
  - (b) the *customer's* name and account number;
  - (c) a *meter* identification number (if relevant); and
  - (d) the Meter Installation Registration Number for the property.
- (3) The bill must include the following information in relation to supply and consumption of gas –
  - (a) the start and end date of the supply period;
  - (b) the number of days covered by the bill;
  - (c) the *customer's* consumption, or estimated consumption; and
  - (d) unless the *customer* is a *collective customer*, the average daily consumption.
- (4) The bill must include the following information in relation to amounts due and payments –
  - (a) the amount due;
  - (b) the current *meter* reading or estimate;
  - (c) the applicable tariffs;
  - (d) the amount of any arrears or credit standing to the *customer's* name;
  - (e) the amount of any other fees or charges and details of the service provided in connection with those fees or charges;
  - (f) in the case of a *residential customer* - a statement that the *customer* may be eligible to receive *concessions* and how the *customer* may find out about eligibility for those *concessions*;
  - (g) if applicable, the value and type of any *concessions* provided to the *residential customer* that are administered by the *retailer*;
  - (h) a statement advising the *customer* that assistance is available if the *customer* is experiencing problems paying the bill;
  - (i) a *telephone* number for billing and payment enquiries;
  - (j) if applicable and not included on a separate statement –

- (i) payments made under a *payment plan* that has not been completed; and
- (ii) the total amount outstanding under the *payment plan*;
- (k) if applicable, a statement that an additional fee may be imposed to cover the costs of late payment from the *customer*;
- (l) to the extent that the data is available, a graph or bar chart showing 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;
- (m) the average daily cost of consumption, including charges ancillary to the consumption of gas, unless the *customer* is a *collective customer*;
- (n) the date by which the bill must be paid;
- (o) a summary of the applicable payment methods; and
- (p) a *meter* identification number (clearly placed on the part of the bill that is retained by the *customer*);
- (5) The bill must include the following ancillary information –
  - (a) a *telephone* number for *complaints*;
  - (b) the contact details for the *gas ombudsman*;
  - (c) the *distributor's* 24 hour *telephone* number for faults and *emergencies*.
- (6) Subclause (2)(b) does not apply if:
  - (a) the *customer* is supplied under a deemed contract pursuant to section 11WK of the *Act*; and
  - (b) the *retailer* responsible for the supply of gas under subclause (a) has provided the *customer* with the following information:
    - (i) details of:
      - A. the information required by the *retailer* to establish an account for the *customer*; and
      - B. any other information the *retailer* requires from the *customer* that the *retailer* is entitled to request under the deemed contract;
    - (ii) the information set out in clause 5(2) of the *Gas Marketing Code* or how the *customer* may obtain the information set out in clause 5(2) of the *Gas Marketing Code*;
    - (iii) a copy of the terms and conditions that apply to the deemed contract or how the *customer* may obtain a copy of the terms and conditions that apply to the deemed contract;
    - (iv) the *retailer's* contact information; and
    - (v) the consequences for the *customer* if the *customer* does not provide the information required by the *retailer*, including any entitlement of the *retailer* to arrange for the disconnection of the *supply address* and details of the process for disconnection.
- (7) Subclause (4)(n) does not apply if the bill is –
  - (a) not indicative of a *customer's* actual consumption;
  - (b) not based upon a *meter* reading; or
  - (c) for a *collective customer*.



- (8) If a *retailer* wishes to bill a *customer* for a *historical debt*, the *retailer* must give the following information to the *customer* no later than the next bill in the *customer's billing cycle* –
- (a) the amount of the *historical debt*; and
  - (b) the basis of the *historical debt*.

### **Division 3 – Basis of bill**

#### **14. Basis of bill**

- (1) Subject to clause 15, a *retailer* must base a *customer's* bill –
- (a) on energy data or estimated energy data provided for the *meter* at the *customer's supply address* provided by the *distributor* or *metering agent*; or
  - (b) on energy data provided for the *meter* at the *customer's supply address* provided by the *customer* on a request from the *retailer* where the *customer* agreed to provide that energy data; or
  - (c) if the *customer* has entered into a *non-standard contract* – on any other method agreed between the *retailer* and the *customer*.
- (2) A bill will be taken to comply with subclause (1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the *retailer* and the *customer*.
- (3) If a *retailer* is required to comply with subclause (1)(a), the *retailer* must use its best endeavours to ensure that an actual value is obtained as frequently as required to prepare its bills.
- (4) A *retailer* must ensure that at least once every 12 months it obtains metering data from an actual *meter* read unless the *retailer* is required to comply with the *retail market procedures*, in which case it does not have to.
- (5) The *retailer* must ensure that the *customer* is provided with a written record of any method agreed between the *retailer* and the *customer* under subclause (1)(c).

#### **15. Estimations**

- (1) If a *retailer* has based a *customer's* bill on an estimation, the *retailer* must clearly specify on the bill that –
- (a) the *retailer* has based the bill on an estimation; and
  - (b) the *retailer* will provide to the *customer* on request –
    - (i) the basis of the estimation; and
    - (ii) the reason for the estimation; and
  - (c) the *customer* may request –
    - (i) a verification of an estimation; and
    - (ii) a *meter* reading.
- (2) A *retailer* must provide to a *customer* on request –
- (a) the basis for the estimation; and
  - (b) the reason for the estimation.
- (3) A *retailer* must comply with clause 15(2) –

- (a) within 5 *business days* of the *customer* making the request; or
- (b) if the *retailer* requires information from the *distributor* to be able to provide the information, within 5 *business days* of the *retailer* receiving that information from the *distributor*.

**16. Replacement of estimation with actual value**

- (1) This clause applies if –
  - (a) a *retailer* has based a bill on an estimation because a *customer* failed to provide access to the *meter*; and
  - (b) the *customer* –
    - (i) subsequently requests the *retailer* to replace the estimated bill with a bill based on an actual value; and
    - (ii) pays the *retailer's* reasonable charge for reading the *meter* (if any); and
    - (iii) provides due access to the *meter*.
- (2) The *retailer* must use its best endeavours to replace the estimated bill with a bill based on an actual value.

**Division 4 – Change of tariffs**

**17. Customer request for change of tariff**

- (1) A *retailer* must comply with subclause (2) if the *retailer* offers *alternative tariffs* and a *customer* –
  - (a) requests the *retailer* to transfer from that *customer's* current tariff to another tariff; and
  - (b) demonstrates to the *retailer* that the *customer* satisfies all of the conditions relating to that other tariff and any conditions imposed by the *customer's distributor*.
- (2) The *retailer* must transfer the *customer* to the other tariff referred to in subclause (1)(a) within 10 *business days* after the *customer* complies with subclause (1)(b).
- (3) If a *customer* transfers from 1 tariff to another under this clause, the effective date of the transfer is the date on which the last *meter* reading was obtained.

**18. Tariff change if former tariff unavailable**

- (1) This clause applies if a *customer* is no longer eligible to receive a tariff under which the *customer* is currently supplied gas at the *customer's supply address*.
- (2) The *retailer* must, before changing the *customer* to another tariff, notify the *customer* of the proposed change.

**Division 5 – Review of bill and meter testing**

**19. Review of bill**

- (1) If a *customer*, after receiving a bill, disputes the amount to be paid, the *retailer* must review the bill if the *customer* –
  - (a) requests a review; and
  - (b) has not already paid the bill, pays the lesser of the following -

- (i) that portion of the bill under review that the *customer* and the *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).
- (2) If, after conducting a review of a bill, a *retailer* is satisfied that the bill –
- (a) is correct, the *retailer* –
    - (i) may require the *customer* to pay the amount (if any) of the bill that is still outstanding; and
    - (ii) must advise the *customer* that the *customer* may request a *meter* test; and
    - (iii) must advise the *customer* of the existence and operation of the *retailer's* standard complaints and dispute resolution procedures and details about making a *complaint* to the *gas ombudsman*; or
  - (b) is incorrect, the *retailer* –
    - (i) must comply with clause 21 or 22, as the case requires; and
    - (ii) may require the *customer* to pay the amount (if any) of the bill that is still outstanding.
- (4) The *retailer* must inform a *customer* of the outcome of the review as soon as practicable after it is completed.
- (5) If a *retailer* has not informed a *customer* of the outcome of the review within 20 *business days* from the date of receipt of the request for review, the *retailer* must notify the *customer* of the status of the review as soon as practicable after the expiration of that period.
- (6) The initiation of a review does not remove the requirement for the *customer* to pay future bills as they fall due.

## **20. Meter testing**

- (1) If a *customer*:
- (a) requests the *meter* to be tested; and
  - (b) pays the *retailer's* reasonable charge for testing the *meter* (if any),
- the *retailer* must request the *distributor* or *metering agent* to test the *meter*.
- (2) If the *meter* is tested and found to be incorrect or defective, the *retailer's* reasonable charge for testing the *meter* (if any) is to be refunded to the *customer*.

## **Division 6 – Undercharging and overcharging**

### **21. Undercharging**

- (1) If a *retailer* proposes to recover an amount that has been *undercharged*, the *retailer* must –
- (a) limit the amount to be recovered to no more than the amount *undercharged* in the 12 months before the date on which the *retailer* notified the *customer* of the *undercharging*; and
  - (b) notify the *customer* of the amount to be recovered no later than the next bill after the *retailer* becomes aware of the *undercharging*, and provide an explanation of the basis on which the amount was calculated; and

- (c) unless subclause (3) applies, not charge the *customer* interest on the amount to be recovered or require the *customer* to pay a late payment fee; and
  - (d) in the case of a *residential customer* – offer the *customer* time to pay the amount to be recovered by means of a *payment plan* in accordance with clause 37 for a period at least equal to the period over which the recoverable *undercharging* occurred.
- (2) Subclause (1)(a), (c) and (d) do not apply if the *undercharging* has occurred because the *customer* has denied access to the *meter* at the *supply address* for more than 12 months.
  - (3) If, after notifying a *customer* of the amount to be recovered in accordance with subclause (1)(b), the *customer* fails to pay the amount by the due date and does not enter into a *payment plan* under subclause (1)(d) (if that subclause applies), a *retailer* may do either but not both of the following:
    - (a) charge the *customer* interest on the amount from the due date; or
    - (b) require the *customer* to pay a late payment fee.

## **22. Overcharging**

- (1) If a *customer* (including a *customer* who has vacated the *supply address*) has been *overcharged*, the *retailer* must use its best endeavours to inform the *customer* of the amount overcharged within 10 *business days* after the *retailer* becomes aware of the *overcharging* and, subject to this clause, ask the *customer* for instructions as to whether the amount should be credited to –
  - (a) the *customer's* next bill; or
  - (b) a bank account nominated by the *customer*; or
  - (c) included as a part of a new bill smoothing arrangement if the overcharge arises as part of a prior bill smoothing arrangement.
- (2) If a *retailer* receives instructions under subclause (1), the *retailer* must deal with the amount in accordance with the *customer's* instructions within 12 *business days* after receiving the instructions.
- (3) However, if a *retailer* does not receive instructions under subclause (1) within 5 *business days* after making the request, the *retailer* must use reasonable endeavours to credit the amount *overcharged* to the *customer's* next bill.
- (4) If a *customer* has been overcharged an amount that is less than \$100, the *retailer* may credit the amount to the *customer's* next bill instead of complying with subclause (1).
- (5) No interest is payable on an amount that has been overcharged.
- (6) Despite subclause (1) to (5), if a *customer* has been overcharged and the *customer* owes a debt to the *retailer*, the *retailer* may, after giving notice to the *customer*, use the amount of the *overcharge* to set off the debt.
- (7) Subclause (6) does not apply if the *customer* is a *residential customer* experiencing *financial hardship*.
- (8) If there remains an amount in credit after a set-off under subclause (6), the *retailer* must deal with the amount in accordance with subclause (1) to (4) (depending on the amount that remains in credit).

## Division 7 – Final bill

### 23. Request for final bill

- (1) If a *customer* requests the *retailer* to arrange for the preparation and issue of a final bill for the *customer's supply address*, the *retailer* must use its best endeavours to arrange for –
  - (a) a *meter* reading; and
  - (b) the preparation and issue of a final bill for the *supply address* in accordance with the *customer's* request.
- (2) Unless subclause (4) applies, if the *customer's* account is in credit at the time of account closure, a *retailer* must, at the time of the final bill, ask the *customer* for instructions as to whether the amount of credit should be transferred to –
  - (a) another account the *customer* has, or will have, with the *retailer*; or
  - (b) a bank account nominated by the *customer*.
- (3) The *retailer* must, in accordance with the *customer's* instructions under subclause (2), transfer the amount of credit within –
  - (a) 12 *business days* after receiving the instructions; or
  - (b) another period agreed with the *customer*.
- (4) If a *customer's* account is in credit at the time of account closure and the *customer* owes a debt to the *retailer*, the *retailer* may, after giving notice to the *customer*, use that credit to set off the debt.
- (5) If, after a set-off under subclause (4), there remains an amount of credit, the *retailer* must deal with the amount in accordance with subclauses (2) and (3).

## Division 8 – Providing bills under standard form contracts

### 24. Provision of bills

- (1) A *retailer* must allow a *customer* who has entered into a *standard form contract* to choose to receive bills –
  - (a) by post as paper bills; or
  - (b) by email sent to an email address provided by the *customer*.
- (2) Subclause (1) applies despite any other arrangement or agreement that may be in place between the *retailer* and the *customer* in relation to paying bills.

## Division 9 – Prohibition on charging for paper billing

### 25. Prohibition on charging for paper billing

- (1) A *retailer* must not charge the following *customers* any amount of money for the provision of a paper bill –
  - (a) *customers* that are receiving *concessions*;
  - (b) *customers* experiencing *financial hardship*; or
  - (c) *vulnerable customers*.

## Part 5 – Payment

### 26. Payment date

The date by which a bill must be paid must be not earlier than 12 *business days* from the *bill issue date*.

### 27. Payment methods

- (1) A *retailer* must accept payment in the following ways –
  - (a) in person at 1 or more payment outlets located within the local government district of the *customer's supply address*;
  - (b) by *telephone*;
  - (c) by post;
  - (d) for *Centrelink customers* – by *Centrepay*;
  - (e) by electronic funds transfer.
- (2) This clause does not limit any other method for payment of a bill that may be agreed between the *retailer* and the *customer*, including the option of payment by direct debit.

### 28. Payment in advance

- (1) Subject to this clause, a *retailer* must accept payment in advance from a *customer*.
- (2) A *retailer* is not required to credit interest to an amount paid in advance.
- (3) The amount of \$20 is the minimum amount that a *retailer* is required to accept as a payment in advance from a *customer* (although the *retailer* may accept a lower amount if it thinks fit).
- (4) A *retailer* may determine an amount (a *maximum credit amount*) that a *customer's* account may be in credit.
- (5) A *maximum credit amount* must not be less than \$100.
- (6) If a *retailer* determines a *maximum credit amount*, the *retailer* must publish the *maximum credit amount* on its website.
- (7) A *retailer* is not obliged to accept payment in advance if the *customer's* account is in credit for more than the *maximum credit amount*.
- (8) If a *customer's* account is in credit for more than the *maximum credit amount*, the *retailer* may refund any amount in excess of the *maximum credit amount* to the *customer* at any time.

### 29. Redirection of bills

A *retailer* must re-direct a *customer's* bill to a different address (including to an email address or a different email address) on the *customer's* request and at no charge.

### 30. Late payment fee

- (1) A *retailer* must not charge a *residential customer* a late payment fee in connection with the payment of a bill if –
  - (a) the *customer* receives a *concession*, unless the *customer* has received 2 or more *reminder notices* within the previous 12 months; or

- (b) the *residential customer* and the *retailer* have agreed to –
    - (i) the *residential customer* being given additional time to pay a bill under Part 6, and the *residential customer* pays the bill by the new due date; or
    - (ii) a *payment plan* under Part 6, and the *residential customer* is making payments in accordance with the *payment plan*, or
  - (c) subject to subclause (2), the *residential customer* has made a *complaint* directly related to the non-payment of the bill to the *retailer* or the *gas ombudsman* and –
    - (i) if the *complaint* has been made to the *retailer* - the *complaint* has not been *resolved* by the *retailer*; or the *complaint* has been *resolved* by the *retailer* in favour of the *residential customer*, or
    - (ii) if the *complaint* has been made to the *gas ombudsman* - the *complaint* has not been determined, or has been upheld by the *gas ombudsman*.; or
  - (d) the *residential customer* is a *residential customer experiencing financial hardship*.
- (2) If a *retailer* has charged a late payment fee in the circumstances set out in subclause (1)(c)(ii) because the *retailer* was not aware of the *complaint*, the *retailer* does not contravene subclause (1)(c)(ii) but must refund the late payment fee on the *customer's* next bill (unless a fee is payable under subclause (3)).
  - (3) If a *complaint* referred to in subclause (1)(c) is not *resolved* in favour of the *customer*, any late payment fee must be calculated from the date of the *retailer's* or the *gas ombudsman's* decision (as the case may be).
  - (4) 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* after the day on which the *residential customer* receives the previous late payment fee notice.
  - (5) A *retailer* must not charge a *residential customer* more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a 12-month period.
  - (6) If a *residential customer* has been assessed as a *residential customer experiencing financial hardship*, a *retailer* must retrospectively waive any late payment fee charged under the *residential customer's* last bill before the assessment was made.

### **31. Vacating supply address**

- (1) Except as set out in this clause, if a *customer* gives notice and vacates the *supply address* within the time specified in the notice, the *retailer* must not require the *customer* to pay for gas consumed at the *customer's supply address* from –
  - (a) if the *customer* gave at least 5 days' notice - the date on which the *customer* vacated the *supply address*; or
  - (b) in any other case – 5 days after the *customer* gave notice.
- (2) If a *customer* reasonably demonstrates to a *retailer* that the *customer* was evicted or otherwise required to vacate the *supply address*, the *retailer* must not require the *customer* to pay for gas consumed at the *customer's supply address* from the date on which the *customer* gave the *retailer* notice.
- (3) For the purposes of subclauses (1) and (2), notice is given if a *customer* –

- (a) Informs a *retailer* of the date on which the *customer* intends to vacate, or has vacated, the *supply address*; and
  - (b) gives the *retailer* a forwarding address (which may be an email address) to which a final bill may be sent.
- (4) Despite subclauses (1) and (2) –
- (a) if the *retailer* and a new *customer* enter into a *contract* for the *supply address*, the *retailer* must not require the previous *customer* to pay for gas consumed at the *supply address* from the date on which the *contract* with the new *customer* becomes effective; and
  - (b) if a new *retailer* becomes responsible for the supply of gas to the *supply address*, the previous *retailer* must not require the *customer* to pay for gas consumed at the *customer's supply address* from the date on which the new *retailer* becomes responsible.
- (5) Notwithstanding subclauses (1), (2) and (4), a *retailer's* right to payment does not terminate in relation to any amount that was due up until the termination of the *contract*.

### **32. Debt collection**

- (1) A *retailer* must not commence proceedings for recovery of a debt –
- (a) from a *residential customer* who has informed the *retailer* in accordance with clause 34 that the *residential customer* is experiencing *payment problems*, unless and until the *retailer* has complied with all the requirements of clause 34 and (if applicable) clause 35(3); and
  - (b) while a *residential customer* continues to make payments under an alternative payment arrangement under Part 6.
- (2) A *retailer* must not recover or attempt to recover a debt relating to a *supply address* from a person other than a *customer* with whom the *retailer* has or had entered into a *contract* for the supply of gas to that *customer's supply address*.
- (3) If a *customer* with a debt owing to a *retailer* requests the *retailer* to transfer the debt to another *customer*, the *retailer* may transfer the debt to the other *customer* if the *retailer* obtains the other *customer's verifiable consent* to the transfer.

### **33. Simultaneous payments for gas and electricity**

- (1) If a *retailer* and a *residential customer* have entered into –
- (a) a *dual fuel contract*, or
  - (b) separate *contracts* for the supply of electricity and gas, under which:
    - (i) a single bill for energy is issued to the customer; or
    - (ii) separate, simultaneous bills for electricity and gas are, issued to the *residential customer* and the *residential customer* does not pay the entire amount owing under that bill or those bills,
- the *retailer* must:
- (c) apply a payment received from a *residential customer* for charges for the supply of electricity or gas respectively as agreed between the *retailer* and the *residential customer* in a written agreement; or
  - (d) if no agreement is in place between the *retailer* and the *residential customer*, apply a payment received from the *residential customer* for charges for the supply of electricity or gas respectively as directed by the



*residential customer, or*

- (e) if subclauses (c) and (d) do not apply, apply the payment in proportion to the relative value of each of the charges.

## Part 6 - Payment assistance

### Division 1 – Assessment of financial situation

#### 34. Assessment

- (1) Unless subclause (2) or (5) applies, if a *residential customer* informs a *retailer* that the *residential customer* is experiencing *payment problems*, the *retailer* must, within 5 *business days*, assess whether the *residential customer* is experiencing *financial hardship*.
- (2) If a *residential customer* provides a *retailer* with an assessment from a *relevant consumer representative* the *retailer* may adopt that assessment as its own assessment for the purposes of subclause (1).
- (3) When undertaking the assessment required by subclause (1) the *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 a *relevant consumer representative* (if any).
- (4) A *retailer* must, on request, advise a *residential customer* of the outcome of an assessment, including the reasons for the outcome of the assessment, under subclause (1).
- (5) A *retailer* is not required to undertake an assessment under subclause (1) if the *retailer* has previously undertaken an assessment in relation to the *residential customer* unless the *residential customer* has indicated that there has been a change in their circumstances since that previous assessment.

### Division 2 – Payment assistance

#### 35. Payment assistance

- (1) Subject to this Division, a *retailer* must make the following available to *residential customers*–
  - (a) additional time to pay a bill; and
  - (b) a *payment plan* for the amount owing.
- (2) However, a *customer* is only entitled to select 1 option under subclause (1) once per bill.
- (3) A *retailer* must offer a *residential customer* who is assessed as experiencing *financial hardship* at least the following (without the need for the *customer* to make a request) –
  - (a) a *payment plan*;
  - (b) assistance in accordance with clause 39.

#### 36. Limits to payment extensions

If a *residential customer* has, in the previous 12 months, on at least 2 occasions, failed to pay a bill within a period of additional time made available under clause 35(1)(a), a *retailer* is not required to offer the *customer* additional

time under clause 35(1)(a).

### **37. Payment plans**

- (1) A *retailer* must ensure that a *payment plan* for a *residential customer* is fair and reasonable, taking into account –
  - (a) information about the *residential customer's* capacity to pay; and
  - (b) the amount of any arrears payable by the *customer* to date.
- (2) A *retailer* must, in relation to a *residential customer* for whom a *payment plan* is being considered, offer the *customer* assistance to manage their bills for ongoing consumption during the period of the *payment plan*.

Examples for this subclause:

A *retailer* may offer to assist a *residential customer*:

- (a) by estimating the customer's consumption over the period of the plan and building this into any repayment schedule at the start of the plan; or
  - (b) by giving consideration to rolling new bills into the plan as time progresses
- (3) If a *residential customer* has, in the previous 12 months, had 2 *payment plans* cancelled due to non-payment, a *retailer* is not required to offer the *customer* another *payment plan* under this Division unless the *retailer* is satisfied that the *customer* will comply with the *payment plan*.
- (4) For the purposes of subclause (3), cancellation does not include the variation of a *payment plan* under clause 38.
- (5) If a *residential customer* accepts a *payment plan*, the *retailer* must within 5 *business days* after the *customer* accepts the *payment plan*, provide the *customer* with information in writing or by *electronic means* that specifies:
  - (a) the terms of the *payment plan*, including the number of payments, the amount of each payment, when each payment must be made and how the payments are calculated; and
  - (b) the consequences of not complying with the *payment plan*; and
  - (c) the importance of making *contact* with the *retailer* to ask for further assistance if the *customer* cannot comply with, or continue to comply with, the *payment plan*.
- (6) However, the *retailer* is not required to comply with subclause (5) if the *retailer* has provided to the *residential customer* the information referred to in that subclause within the preceding 12 months.

### **38. Variation of payment plans**

- (1) A *retailer* must review a *payment plan* at the request of a *residential customer*.
- (2) A *retailer* is not required to undertake a review under subclause (1) on more than 2 occasions in any 12-month period (but may agree to undertake 1 or more additional reviews if the *retailer* thinks fit).
- (3) The *retailer* must offer to vary a *payment plan* if a review under subclause (1) indicates that the *customer* is unable to meet obligations under the *payment plan*.
- (4) The *retailer* must, within 5 *business days* after the *customer* accepts an offer to vary the *payment plan*, provide the *customer* with information in writing or by

*electronic means* that clearly explains, and assists the *customer* to understand, the variation.

- (5) The *retailer* must not vary a *payment plan* without the *customer's* agreement.
- (6) An agreement under subclause (5) must relate to the particular variation rather than under a general agreement to future variations.
- (7) Nothing in this clause prevents a *retailer* from cancelling a *payment plan* if the *customer* fails to comply with the *payment plan*.

### **Division 3 – Additional assistance available to residential customers experiencing financial hardship**

#### **39. Reduction of fees, charges or debt and provision of advice**

- (1) A *retailer* must give reasonable consideration to a request by a *customer experiencing financial hardship*, or a *relevant consumer representative* for the *customer*, for a reduction of the *customer's* fees, charges or debt.
- (2) In acting under subclause (1), a *retailer* must take into account its hardship policies and procedures under clause 40.
- (3) A *retailer* must advise a *customer experiencing financial hardship* of the –
  - (a) *customer's* right to have the bill redirected to a different address (including an email address) at no charge; and
  - (b) payment methods available to the *customer*; and
  - (c) *concessions* that may be available to the *customer* and how to access them;
  - (d) different types of tariffs that may be available to the *customer*;
  - (e) independent financial counselling services and *relevant consumer representatives* available to assist the *customer*; and
  - (f) availability of any other financial assistance offered by the *retailer*, and how to access this assistance.

#### **40. Hardship policy and hardship procedures**

- (1) A *retailer* must develop, maintain and implement a hardship policy and hardship procedures to assist *customers experiencing financial hardship* to meet their financial obligations and responsibilities to the *retailer*.
- (2) The hardship policy must –
  - (a) include a statement encouraging *customers* to *contact* their *retailer* if they are experiencing problems paying their bill; and
  - (b) include a statement advising that the *retailer* will treat all *customers* sensitively and respectfully; and
  - (c) include a statement that the *retailer* may reduce or waive fees, charges or debt; and
  - (d) include an objective set of hardship indicators; and
  - (e) include -
    - (i) an overview of the payment and other assistance available to *customers* under this Part (other than the *retailer's* requirement to advise the *customer* of the ability to pay in advance and the matters referred to in clauses 39(3)(a), (b) and (d));

- (ii) a statement that the *retailer* offers *residential customers* the right to pay their bill by *Centrepay*; and
    - (iii) a statement that the *retailer* is able to provide further details on request; and
  - (f) include an overview of any *concessions* that may be available to the *retailer's customers*; and
  - (g) include -
    - (i) the telephone number for interpreter services, identified by the *National Interpreter Symbol*; and
    - (ii) the telephone number (or numbers) for services that can assist *customers* with a speech or hearing impairment; and
  - (h) for printed copies of the hardship policy - be available in large print copies; and
  - (i) include a statement specifying how the *retailer* will treat information disclosed by the *customer* to the *retailer* and information held by the *retailer* in relation to the *customer*; and
- (3) The hardship procedures must –
- (a) provide for the training of staff (including *call centre* staff, field officers and all subcontractors employed to engage with *customers experiencing financial hardship*) about issues related to *financial hardship* and its impacts, and how to deal sensitively and respectfully with *customers experiencing financial hardship*; and
  - (b) include guidance –
    - (i) that assists the *retailer* in identifying *residential customers* who are experiencing *financial hardship*; and
    - (ii) that assists the *retailer* in determining a *residential customer's* usage needs and capacity to pay when determining the terms of a *payment plan*; and
    - (iii) about the suspension of disconnection and debt recovery procedures; and
    - (iv) about the reduction or waiver of fees, charges or debt; and
    - (v) about the recovery of debt; and
  - (c) require that the *retailer's* credit management staff have a direct telephone number and that the number be provided to *relevant consumer representatives*.
- (4) A *retailer* must consult with *relevant consumer representatives* whenever the *retailer* is –
- (a) developing a hardship policy or hardship procedures; or
  - (b) making a material amendment to its hardship policy.
- (5) A *retailer* must -
- (a) provide a copy of its hardship policy to the *Authority*; and
  - (b) provide a copy of the amended hardship policy to the *Authority* within 5 *business days* if it makes a material amendment to the policy.

- (6) If directed by the *Authority*, a *retailer* must, within a period specified by the *Authority* –
- (a) review its hardship policy or hardship procedures; and
  - (b) consult with *relevant consumer representatives* for the purposes of the review; and
- submit the results of the review to the *Authority*.
- (7) A *retailer* must comply with the *Authority's* Financial Hardship Policy Guidelines.

## **Division 4 – Business customers experiencing payment difficulties**

### **41. Alternative payment arrangements**

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

# Part 7 – Disconnection

## Division 1 – Conduct in relation to disconnection

### Subdivision 1 – Disconnection for failure to pay bill

#### 42. General requirements

- (1) Before arranging for the disconnection of a *customer's supply address* for failure to pay a bill, a *retailer* must –
  - (a) not less than 14 *business days* from the *bill issue date*, give to the *customer* a written notice (a *reminder notice*), that sets out –
    - (i) the *retailer's telephone* number for billing and payment enquiries; and
    - (ii) how the *retailer* may assist if the *customer* is experiencing problems paying the bill;
    - (iii) requiring payment to be made on or before the day not less than 20 *business days* after the day on which the bill was issued;
  - (b) use its best endeavours to *contact* the *customer* to advise of the proposed disconnection; and
  - (c) give the *customer* a *disconnection warning*, not less than 22 *business days* from the *bill issue date*, advising the *customer* –
    - (i) that the *retailer* may disconnect the *customer's supply address* with at least 10 *business days'* notice to the *customer*; and
    - (ii) of the existence and operation of complaint handling processes including the existence and operation of the *gas ombudsman* and the contact details for the *gas ombudsman*.
- (2) For the purposes of subclause (1), a *customer* has failed to pay a bill if the *customer* has not –
  - (a) paid the bill by the due date;
  - (b) agreed with the *retailer* to an offer of a *payment plan* or other payment arrangement to pay the bill; or
  - (c) adhered to the *customer's* obligations to make payments in accordance with an agreed *payment plan* or other payment arrangement relating to the payment of the bill.

#### 43. Limitations on disconnection for failure to pay bill

- (1) Despite clause 42, a *retailer* must not arrange for the disconnection of a *customer's supply address* for failure to pay a bill –
  - (a) within 1 *business day* after the expiry of the period referred to in the *disconnection warning*;
  - (b) if the *customer* is adhering to the *customer's* obligation to make payments in accordance with an agreed *payment plan* or other payment arrangement relating to the payment of the bill; or
  - (c) if -
    - (i) the *customer* is a *residential customer*; and
    - (ii) the outstanding amount is less than \$300; and

- (iii) the *customer contacts* and agrees with the *retailer* to pay this amount; or
- (d) if the *customer* informs the *retailer*, or the *retailer* is otherwise aware, that the *customer* has applied for a *concession* and a decision on the application has not been made; or
- (e) if the amount the *customer* has failed to pay does not relate to the supply of gas; or
- (f) if the bill does not relate to the *supply address*, other than if the bill relates to a *supply address* previously occupied by the *customer*.
- (g) where a *residential customer* has been assessed by a *retailer* under clause 34(1) as experiencing *financial hardship*, without the *retailer* having provided the *customer* with information on the types of *concessions* available to the *customer*.

#### **44. Dual fuel contracts**

- (1) This clause applies if a *retailer* and a *residential 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 issued to the *customer*; or
    - (ii) separate, simultaneous bills for electricity and gas are issued to the *residential customer*; and
- (2) If the *retailer* is permitted to and wishes to arrange for disconnection of the supply of electricity and gas to the *residential customer's supply address* for failure to pay a bill, the *retailer* must arrange for the disconnection of the supply of gas in priority to the disconnection of the supply of electricity.

### **Subdivision 2 – Disconnection for denying access to meter**

#### **45. Disconnection for denying access to meter**

- (1) Subclause (2) applies if, for at least the time period that is required to issue 3 consecutive bills, a *customer* does not provide the *retailer* or *distributor* (or a representative of the *retailer* or *distributor*) safe access to the *customer's supply address* for the purposes of reading a *meter* at the *supply address*.
- (2) If this subclause applies, a *retailer* may arrange for the disconnection of the *customer's supply address* if –
  - (a) The *retailer*, on at least 1 occasion, gives the *customer* written notice –
    - (i) giving at least 5 *business days'* notice of a date on which, or a timeframe during which, the *customer* is requested to provide safe access to the *supply address* in order for the *retailer* or *distributor* (or representative) to gain access to the *meter*; and
    - (ii) advising the *customer* of the *retailer's* ability to arrange for disconnection if the *customer* fails to provide safe access to the *meter* in accordance with the requirements of the notice or by providing reasonable alternative access arrangements; and
  - (b) the *customer* fails to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a); and



- (c) the *retailer* uses its best endeavours to *contact* the *customer* to advise of the proposed disconnection on account of that failure; and
  - (d) the *retailer* gives the *customer* a *disconnection warning* with at least 5 *business days'* notice of its intention to arrange for disconnection.
- (3) Subclause (4) applies if a *customer* has not provided the *retailer* or *distributor* (or a representative of the *retailer* or *distributor*) safe access to the *customer's supply address* for the purposes of –
- (a) testing, maintaining, inspecting, altering or replacing a *meter* at the *supply address*; or
  - (b) checking the accuracy of the *customer's* consumption at the *supply address*.
- (4) If this subclause applies, the *retailer* may arrange for the disconnection of the *customer's supply address* if –
- (a) the *retailer*, on at least 1 occasion, gives the *customer* written notice –
    - (i) stating the matter giving rise to the potential disconnection of the *supply address*; and
    - (ii) giving at least 5 *business days'* notice of a date on which, or a timeframe during which, the *customer* is requested to provide safe access to the *supply address*; and
    - (iii) advising the *customer* of the *retailer's* ability to arrange for disconnection if the *customer* fails to provide safe access in accordance with the requirements of the notice or by providing reasonable alternative access arrangements; and
  - (b) the *customer* fails to provide safe access in accordance with the requirements of the notice, or reasonable alternative access arrangements within a reasonable time after notice is given under paragraph (a).

## Division 2 – Limits on disconnection

### 46. General limits on disconnection

- (1) Unless subclause (3) applies, a *retailer* must not arrange for disconnection of a *customer's supply address* if:
- (a) the *customer* makes a *complaint* to the *retailer* that is directly related to the reason for the proposed disconnection and the *complaint* has not been *resolved* by the *retailer*, or
  - (b) the *retailer* is notified by the *distributor*, *gas ombudsman* or an external dispute resolution body that the *customer* has made a *complaint* that is directly related to the reason for the proposed disconnection and the *complaint* has not been *resolved* by the *distributor* or determined by the *gas ombudsman* or external dispute resolution body (as the case may be).
- (2) Unless subclause (3) applies, a *distributor* must not *disconnect* a *customer's supply address* –
- (a) if:
    - (i) the *customer* has made a *complaint* to the *distributor* that is directly related to the reason for the proposed disconnection and the *complaint* has not been *resolved* by the *distributor*, or

- (ii) the *distributor* has been notified by a *retailer*, the *gas ombudsman* or an external dispute resolution body that the *customer* has made a *complaint* that is directly related to the reason for the proposed disconnection and the *complaint* has not been *resolved* by the *retailer* or determined by the *gas ombudsman* or external dispute resolution body (as the case may be); or
- (b) during any time:
  - (i) after 3.00 pm Monday to Thursday; or
  - (ii) on a Friday, Saturday, Sunday, *public holiday* or on the *day* before a *public holiday*.
- (3) Subclause (1) and (2) do not apply if —
  - (a) the disconnection is requested by the *customer*; or
  - (b) there is a health or safety reason warranting the disconnection; or
  - (c) there is an *emergency* warranting disconnection; or
  - (d) gas has been illegally consumed at the *supply address*; or
  - (e) the disconnection is a planned *interruption*.

## Part 8 – Reconnection

### 47. Obligation on retailer to arrange reconnection

- (1) This clause applies if –
  - (a) the *customer's supply address* has been disconnected by, or at the request of, a *retailer*, and
  - (b) the *customer* has –
    - (i) if relevant, rectified the matter that led to the disconnection or made arrangements to the satisfaction of the *retailer*; and
    - (ii) made a request for reconnection; and
    - (iii) paid the *retailer's* charge for reconnection (if any), or entered into a *payment plan* for those charges.
- (2) The *retailer* must arrange for the *customer's supply address* to be reconnected.
- (3) For the purposes of subclause (2), the *retailer* must forward the *customer's* request for reconnection to the relevant *distributor* –
  - (i) if the request is received before 3pm on a *business day* – on that same *business day*; or
  - (ii) if the request is received after 3pm on a *business day* or on a Saturday, a Sunday or a *public holiday* – no later than 3pm on the next *business day*.
- (4) Alternatively, a *retailer* may cause the *customer's supply address* to be reconnected by the *distributor* within the timeframes that apply under clause 48(4) or 48(5).

### 48. Obligation on distributor to reconnect supply address

- (1) A *distributor* must reconnect a *customer's supply address* if –
  - (a) the *customer's supply address* was disconnected by the *customer's distributor* at the request of the *retailer*; and
  - (b) the *retailer* forwards the *customer's* request for reconnection to the *distributor*, subject to the *retailer* complying with any *retail market procedures* applicable to that *retailer*.
- (2) Subclause (3) applies if –
  - (a) a *customer's supply address* has been disconnected by a *distributor* otherwise than at the request of a *retailer*; and
  - (b) the *customer* –
    - (i) if relevant, rectifies the matter that led to the disconnection; and
    - (ii) makes a request for reconnection; and
    - (iii) pays the *distributor's* charge for reconnection (if any).
- (3) The *distributor* must reconnect the *customer's supply address*.
- (4) For the purposes of subclauses (1) and (3), a *distributor* must reconnect a *customer's supply address* within 2 *business days* of receipt of the request.
- (5) Subclause (4) does not apply if:
  - (a) a *retailer* has notified a *distributor* of a later date for reconnection, in which

- case, subject to this subclause, the *distributor* must reconnect a *customer's supply address* within 2 *business days* of that later date;
- (b) an *emergency* is present, in which case a *distributor* must reconnect a *customer's supply address* within 2 *business days* of the *emergency* ceasing to exist;
  - (c) a *distributor's* access to the *supply address* has been restricted, in which case the *distributor* must reconnect a *customer's supply address* within 2 *business days* of becoming aware that access to the *customer's supply address* is unrestricted;
  - (d) it is unsafe to reconnect the *supply address*, in which case a *distributor* must reconnect a *customer's supply address* within 2 *business days* of becoming aware that the safety issue has been resolved; or
  - (e) the reconnection requires excavation, in which case a *distributor* must reconnect a *customer's supply address* within 10 *business days* of receipt of the request to reconnect.
- (6) If any of the circumstances described in subclauses (5)(a) to (e) apply, a *distributor* must notify a *retailer* of the relevant circumstance that applies within 2 *business days* of receipt of the reconnection request made under subclause (2).
- (7) Notwithstanding subclauses (1), (2) and (3), if a *distributor* becomes aware that there has been unauthorised utilisation of gas at a *customer's supply address*, the *distributor* –
- (a) must notify a *retailer* of the unauthorised utilisation as soon as practicable; and
  - (b) is not obliged to reconnect the *customer's supply address* until the issue is resolved.

## Part 9 – Information and communication

### Division 1 – Obligations for retailers

#### 49. General information

- (1) A *retailer* must publish on its website –
  - (a) the following information about *concessions* –
    - (i) the type of *concessions* available to *customers*;
    - (ii) the name and contact details of the organisation responsible for administering those *concessions* (if the *retailer* is not responsible for doing this); and
  - (b) the following information about energy efficiency –
    - (i) cost-effective and efficient ways to utilise gas;
    - (ii) the typical running costs of major domestic gas appliances; and
  - (c) the *retailer's* hardship policy; and
  - (d) the *retailer's* family violence policy; and
  - (e) a summary of a *customer's* rights entitlements and obligations under the *retailer's* standard complaints and dispute resolution procedures; and
  - (f) the contact details for the *gas ombudsman*; and
  - (g) a copy of the *Gas Marketing Code*; and
  - (h) a copy of this *Compendium*.
- (2) A *retailer* is not required to publish a copy of the *Gas Marketing Code* under subclause (1)(g) or this *Compendium* under subclause (1)(h) if it instead provides an electronic link to a website where a copy of this *Compendium* may be accessed.
- (3) If a *customer* requests information of the kind referred to in subclause (1), the *retailer* must –
  - (a) refer the *customer* to the *retailer's* website; or
  - (b) provide the information to the *customer*.
- (4) If a *customer* requests a copy of information of the kind referred to in subclause (1), the *retailer* must provide a copy of the information to the *customer*.
- (5) The information or a copy of the information requested under this clause must be provided without charge.

#### 50. Information about tariffs, fees or charges

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

#### 51. Information about variations to certain tariffs, fees or charges

- (1) This clause applies to the following *customer's* tariffs, fees or charges:
  - (a) a *customer's* tariffs, fees or charges that are set by the State Government; or
  - (b) a *customer's* tariffs, fees or charges that are set by a *retailer* where the\_

*retailer* determines that tariff, fee, or charge by reference to a tariff, fee or charge set by the State Government; or

- (c) a *customer's* tariffs, fees or charges that are directly passed onto the *customer* by the *retailer* as the *retailer* is charged that tariff, fee, or charge by the *distributor*.
- (2) A *retailer* must give notice to a *customer* of any variation to a tariff, fee or charge referred to in clause 51(1) that affects the *customer*.
- (3) The notice under clause 51(2) must be given no later than the next bill in the *customer's billing cycle*.
- (4) A *retailer* is not required to provide information under this clause if the variation of a tariff, fee or charge is a direct result of a benefit change and the *retailer* has already informed the *customer* of the change.

## **52. Information about variations to other tariffs, fees or charges**

- (1) This clause applies to any *customer's* tariffs, fees or charges that are not specified in clause 51(1).
- (2) A *retailer* must give notice to a *customer* of any variation to a tariff, fee or charge referred to in clause 52(1) that affects the *customer*.
- (3) The notice under clause 52(2) must be given at least 5 *business days* before the variation will come into effect.
- (4) The notice under clause 52(2) must –
  - (a) specify that the *customer's* tariffs, fees or charges, or the component thereof, that are being varied; and
  - (b) specify the date on which the variation will come into effect; and
  - (c) identify the *customer's* existing tariffs, fees or charges, inclusive of GST; and
  - (d) identify the *customer's* tariffs, fees or charges as varied, inclusive of GST; and
  - (e) specify that the *customer* may request historical billing data.
- (5) A *retailer* is not required to provide information under this clause –
  - (a) if the *customer* enters into the relevant contract with the *retailer* within 10 *business days* before the variation will come into effect and the *retailer* has already informed the *customer* of the variation: or
  - (b) for a tariff, fee or charge that continually varies in relation to the prevailing spot price for gas; or
  - (c) for the variation of a tariff, fee or charge that is a direct result of a change to, or the withdrawal or expiry of, a *concession*; or
  - (d) for the variation of a tariff, fee or charge that is direct result of a change to a bank charge or fee, to a credit card charge or fee, or to payment processing charges or fees that apply in relation to the *customer*; or
  - (e) if the variation of a tariff, fee or charge is a direct result of a benefit change and the *retailer* has already informed the *customer* of the change.

## **53. Historical billing data**

- (1) A *retailer* must give a *customer* on request the *customer's* billing data.
- (2) The *retailer* must give the billing data at no charge if a *customer* requests billing data –

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

#### **54. Distribution matters**

- (1) If a *customer* asks a *retailer* for information relating to the distribution of gas, the *retailer* must –
- (a) give the information to the *customer*; or
  - (b) refer the *customer* to the *distributor* for a response.

### **Division 2 – Obligations for distributors**

#### **55. General information**

- (1) A *distributor* must publish on its website –
- (a) a description of the *distributor's* and *customer's* respective rights and obligations concerning the provision of services by the *distributor* and a description of those services; and
  - (b) information on the *distributor's* requirements in relation to the *customer's* proposed new gas installation, or changes to the *customer's* existing gas installation, including advice about supply extensions;
  - (c) details of applicable connection and reconnection timeframes; and
  - (d) details of applicable connection and reconnection charges; and
  - (e) information relating to new connections or connection alterations; and
  - (f) general information on the safe use of gas; and
  - (g) general information on quality of supply; and
  - (h) general information on reliability of supply;
  - (i) a summary of a *customer's* rights, entitlements and obligations under the *distributor's* standard complaints and dispute resolution procedures; and
  - (j) the contact details for the *gas ombudsman*; and
  - (k) a copy of this *Compendium*.
- (2) The *distributor* is not required to publish a copy of this *Compendium* under subclause 1(k) if it instead provides an electronic link to a website where a copy of this *Compendium* may be accessed.
- (3) If a *customer* requests information of the kind referred to in subclause (1), the *distributor* must –
- (a) refer the *customer* to the *distributor's* website; or
  - (b) provide the information to the *customer*.
- (4) If a *customer* requests a copy of information of the kind referred to in subclause (1), the *distributor* must provide a copy of the information to the *customer*.
- (5) The information or a copy of the information requested under this clause must

be provided without charge.

### **Division 3 – Obligations for retailers and distributors**

#### **56. Written information must be easy to understand**

- (1) To the extent practicable, a *retailer* or *distributor* must ensure that any written information that must be given to a *customer* by the *retailer* or *distributor* under the *Gas Marketing Code* or the *Compendium* is –
  - (a) expressed in clear, simple and concise language; and
  - (b) in a format that makes it easy to understand.
- (2) The obligation placed on a *retailer* under subclause (1) extends to written information that may be given to a *customer* by a *gas marketing agent* acting on behalf of the *retailer*.

#### **57. Special information needs**

- (1) A *retailer* and a *distributor* must make available to a *residential customer* on request, at no charge, services that assist the *residential customer* in understanding information provided by the *retailer* or *distributor* (including independent interpreter services and services for *customers* with a speech or hearing impairment, and large print copies).
- (2) A *retailer* and, if appropriate, a *distributor* must include on a relevant document in relation to *residential customers* –
  - (a) the telephone number for interpreter services, identified by the *National Interpreter Symbol*; and
  - (b) the telephone number (or numbers) for services that can assist *customers* with a speech or hearing impairment.
- (3) In subclause (2) –

*relevant document* means the following –

  - (a) a bill and bill related information (including, for example, the notice referred to in clause 11(3) and statements relating to a *payment plan*);
  - (b) a *reminder notice*; and
  - (c) a *disconnection warning*.

### **Division 4 – Disconnection or interruption for emergencies**

#### **58. Disconnection or interruption for emergencies**

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

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



## Part 10 – Complaints and dispute resolution

### 59. Obligation to establish complaints handling process

- (1) Each *retailer* and *distributor* must develop, maintain and implement a standard complaint and dispute resolution procedure.
- (2) The standard complaints and dispute resolution procedure must address –
  - (a) how *complaints* must be lodged by *customers*; and
  - (b) how *complaints* will be handled by the *retailer* or *distributor* including –
    - (i) a right of a *customer* to have a *complaint* considered by a senior employee if the *customer* is not satisfied with the manner in which the *complaint* is being handled; and
    - (ii) the information that will be provided to a *customer*, including in accordance with the requirements under clause 61; and
  - (c) response times for *complaints*; and
  - (d) the method of response.
- (3) The standard complaints and dispute resolution procedure must comply with AS 10002:2022.

### 60. Acknowledgement of complaint and response times

- (1) A *retailer* or *distributor* must, on receipt of a written *complaint* by a *customer* -
  - (a) acknowledge the *complaint* within 10 *business days*; and
  - (b) respond to the *complaint* by addressing the matters in the *complaint* within 20 *business days*.

### 61. Advice about outcome of complaint

- (1) A *retailer* or *distributor* must –
  - (a) inform the *customer* of the outcome of a complaints process; and
  - (b) unless the *customer* has advised the *retailer* or *distributor* that the *complaint* has been *resolved* in a manner acceptable to the *customer*, inform the *customer* –
    - (i) of the *retailer's* or *distributor's* reasons regarding the outcome; and
    - (ii) that if the *customer* is not satisfied with the outcome, the *customer* may make a *complaint* or take a dispute to the *gas ombudsman*; and
    - (iii) of the contact details for the *gas ombudsman*.

### 62. Obligation to refer complaint

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

## Part 11 – Protections relating to family violence

### 63. Family violence policy

- (1) A *retailer* must develop, maintain and implement a family violence policy to assist *vulnerable customers*.
- (2) The family violence policy must –
  - (a) provide for the training of staff (including call centre staff and field officers) about issues related to *family violence* and its impacts, including how to identify *customers* who may be affected by *family violence* and how to apply the policy effectively and appropriately to provide assistance to *vulnerable customers*; and
  - (b) require the *retailer* to advise a *vulnerable customer* –
    - (i) that the *retailer* must take reasonable steps to protect the *vulnerable customer's* information if the *customer* requests the *retailer* to do so; and
    - (ii) about the consequences of being named on the account of a *residential customer* who is not a *vulnerable customer*; and
  - (c) require the *retailer* –
    - (i) to take reasonable steps to establish a safe method of communication with a *vulnerable customer* and if a method of communication proposed by a *vulnerable customer* is not reasonably practicable, to offer an alternative method of communication; and
    - (ii) to keep a record of any method of communication that has been agreed between the *retailer* and a *vulnerable customer*; and
    - (iii) to use any agreed method of communication for the purposes of providing information required by this *Compendium* or *Gas Marketing Code*; and
  - (d) include processes to ensure that a *vulnerable customer* does not have to repeatedly refer to, or disclose, their situation when they make *contact* with the *retailer* or another person acting on behalf of the *retailer*; and
  - (e) require the *retailer* to consider reducing or waiving any fees, charges or debt that would otherwise be payable by a *vulnerable customer*; and
  - (f) without limiting paragraph (e), require the *retailer* to consider –
    - (i) the potential impact of debt collection on a *vulnerable customer* who is liable for the debt; and
    - (ii) the extent to which another person may have contributed to an amount owing for gas supplied to a *vulnerable customer's supply address*; and
  - (g) provide that the *retailer* will take into account the circumstances of a *vulnerable customer* before disconnecting the *vulnerable customer's supply address* for failure to pay a bill; and
  - (h) provide information about the operation of clause 64; and
  - (i) include –
    - (i) the telephone number for interpreter services, identified by the

*National Interpreter Symbol*; and

- (ii) the telephone number (or numbers) for services that can assist *customers* with a speech or hearing impairment; and
  - (j) for printed copies of the family violence policy – be available in large-print copies.
- (3) The training required under subclause (2)(a) must satisfy at least 1 of the following requirements –
- (a) It is reviewed by appropriate consumer representatives; or
  - (b) It is developed in consultation with appropriate consumer representatives; or
  - (c) It is delivered by appropriate consumer representatives
- (4) Subclause (2)(g) does not apply in relation to former *residential customers*.
- (5) If directed by the *Authority*, a *retailer* must review its family violence policy or related procedures and submit the results of the review to the *Authority* within a period specified by the *Authority*.
- (6) A *retailer* must consult with appropriate consumer representatives:–
- (a) whenever the *retailer* is developing its family violence policy; or
  - (b) whenever the *retailer* is reviewing its family violence policy because of a direction of the *Authority* under subclause (5); or
- within 3 months of commencement of the Compendium for any family violence policy.
- (7) Clause 63(3) does not come into operation until 3 months after the date of the commencement of the Compendium specified in clause 1.

#### **64. Protection from disconnection**

- (1) A *retailer* must ensure that the residential *supply address* of a *vulnerable customer* is not disconnected for a period of 9 months from the date on which the *retailer* becomes aware that the *customer* is a *vulnerable customer* unless –
- (a) the *retailer* is informed by the *vulnerable customer*, or otherwise becomes aware, that the *customer* no longer resides at that *supply address*; or
  - (b) the disconnection is requested by the *vulnerable customer*; or
  - (c) there are safety reasons warranting the disconnection; or
  - (d) there is an *emergency* warranting the disconnection; or
  - (e) gas has been illegally consumed at the *supply address*; or
  - (f) the disconnection is a planned *interruption*.
- (2) Nothing in subclause (1) –
- (a) affects a *vulnerable customer's* responsibility to pay for gas supplied by a *retailer* to a *supply address*; or
  - (b) affects a *retailer's* ability to send bills and notices to a *vulnerable customer* in connection with payment for the supply of gas or to take other steps in connection with a liability to pay for gas supplied by the *retailer*.
- (3) This clause does not apply in relation to former *residential customers*.

**65. Written evidence**

- (1) A *retailer* must not require written evidence of *family violence* from a *customer* unless the evidence is reasonably necessary to enable the *retailer* to determine the most appropriate way to –
  - (a) address a failure to pay a bill and, if relevant, deal with debt collection; or
  - (b) deal with proposed disconnection of a *supply address*.
- (2) To the extent that written evidence of *family violence* is required, it need only be 1 document of a kind that is listed in the *Residential Tenancies Act 1987* section 71AB(2).