



Gas Industry Act 2019

Tasmanian Gas Retail Code

Version 9

1 July 2023

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Table of Contents

1	THIS CODE.....	1
1.1	Purpose of this Code	1
1.2	Date of Effect.....	1
1.3	Regulator Bound.....	1
1.4	Definitions	1
1.5	Interpretation.....	1
1.6	Amendment to the Code.....	1
2	VARIATION OF TERMS AND CONDITIONS	1
3	RETAILER’S ROLE	2
4	DISCONNECTION OF SUPPLY FOR NON-PAYMENT.....	2
4.1	Disconnection.....	2
4.2	Notice of Disconnection	3
4.3	Restriction on Disconnection	3
5	OTHER GROUNDS FOR DISCONNECTION OF SUPPLY.....	4
6	RECONNECTION OF SUPPLY.....	4
6.1	Reconnection After Disconnection for Non-Payment	4
6.2	Timing Requirements	5
7	COMPLAINT HANDLING AND DISPUTE RESOLUTION.....	5
8	ACCOUNTS	5
8.1	Account Cycle	5
8.2	Due Date for Payment.....	5
8.3	Due Date Reminder	5
8.4	Gas Accounts.....	6

8.5	Charges.....	7
9	RECOVERY OF UNDERCHARGES CAUSED BY ILLEGAL USE.....	7
10	RECOVERY OF UNPAID ACCOUNTS.....	7
11	CUSTOMER HARDSHIP - MINIMUM STANDARDS.....	8
11.1	Customer Hardship Policy	8
11.2	Content of Customer Hardship Policy	9
11.3	Accessibility of a Customer Hardship Policy	10
11.4	Assistance Beyond the Minimum Standards	10
12	FAMILY VIOLENCE ASSISTANCE - MINIMUM STANDARDS.....	10
12.1	Training.....	10
12.2	Account Security.....	11
12.3	Customer Service	12
12.4	Debt Management	12
12.5	Family Violence as a Potential Cause of Customer Hardship	12
12.6	Retailers not to require documentary evidence.....	12
12.7	Assistance Beyond the Minimum Standards	12
12.8	Family Violence Policy	13
12.9	Family Violence Policy to be Accessible	13
12.10	Family Violence Policy to be Reviewed	13
12.11	Record Keeping	13
13	CUSTOMER CHARTER	13
14	SECURITY.....	14
14.1	Security.....	14
14.2	Security Amount.....	15
14.3	Security Accounts	15

14.4	Use and Return of Security Deposits	15
15	ANNUAL RETURN	16
15.1	Information to be Included in Annual Return.....	16
15.2	Additional Report	16
16	COMPLIANCE PLANS AND REPORTS.....	16
16.1	Compliance Plan	16
16.2	Consistency with Standards and Codes	17
16.3	Review by Regulator	17
17	DEFINITIONS AND INTERPRETATION.....	18
17.1	Definitions	18
17.2	Interpretation.....	22
	Schedule 1 - Annual Returns	24

1 THIS CODE

1.1 Purpose of this Code

The purpose of this Code is to establish the minimum terms and conditions under which a *retailer* must *sell gas* to *small customers*.

Explanatory note

This Code does not apply to *appliances*.

1.2 Date of Effect

This version of the Code takes effect on 1 July 2023.

1.3 Regulator Bound

This Code binds the *Regulator*.

1.4 Definitions

In this Code, words and phrases in bold and italics have the meaning given to them in clause 17.1.

1.5 Interpretation

This Code must be interpreted according to the principles of interpretation set out in clause 17.2.

1.6 Amendment to the Code

This Code may be amended by the *Regulator* or the *Minister* in accordance with section 99 of the *Act*.

2 VARIATION OF TERMS AND CONDITIONS

- (a) A *retailer* may agree with a *small customer* to vary the application of this Code in respect of that *small customer*.
- (b) Notwithstanding clause 2(a), an agreement between a *retailer* and a *small customer* must not purport to limit their respective obligations to any person other than the other party to the agreement.

3 RETAILER'S ROLE

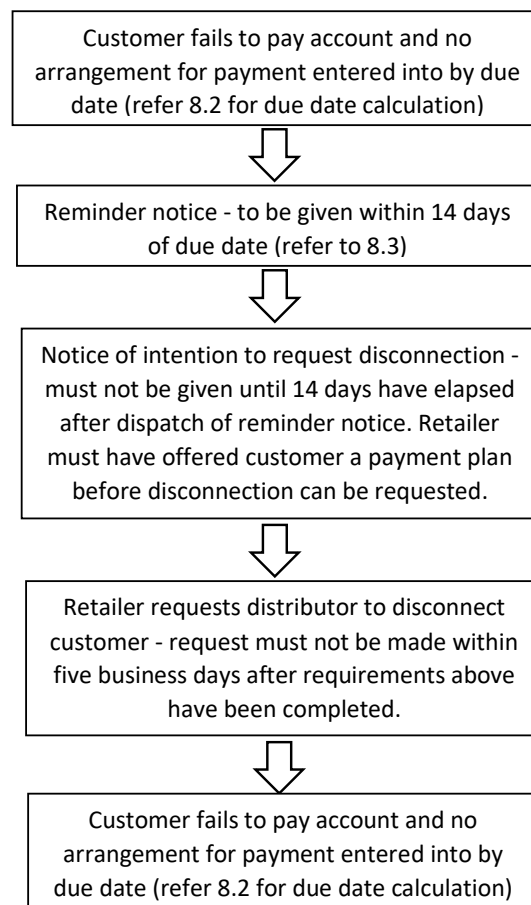
- (a) In respect of each *small customer*, the *customer's retailer* must, subject to the *customer* notifying the *retailer* otherwise, liaise with the *customer's distributor* so that the *customer* need not deal directly with the *distributor*.
- (b) By procuring, on behalf of a *customer*, *connection* or *reconnection*, a *retailer* is not to be taken to be providing *distribution services*.

4 DISCONNECTION OF SUPPLY FOR NON-PAYMENT

4.1 Disconnection

Subject to the *retailer* complying with the requirements of this clause 4, a *retailer* may request a *customer's distributor* to *disconnect* the supply of *gas* to the *customer* if the *customer* fails to pay the amount due in respect of a *gas account* by the due date for payment, as provided in clause 8.2.

The steps leading to *disconnection* are shown in the diagram below.



4.2 Notice of Disconnection

A *retailer* must not request a *customer's distributor* to *disconnect* the supply to a *customer's supply address* until:

- (a) the *customer* has been given a reminder *notice* as required by clause 8.3;
- (b) the *customer* has been given *notice* of the *retailer's* intention to request the *distributor* to *disconnect supply* (which *notice* must not be given to a *customer* until a period of 14 days has elapsed since the date of dispatch of the reminder *notice*); and
- (c) the *customer* has been offered a *payment plan*.

4.3 Restriction on Disconnection

- (a) A *retailer* who has complied with clause 4.2 must not request the *distributor* to *disconnect supply* to the *customer's supply address*:
 - (i) within 5 *business days* after the date on which the *retailer* complied with all of its obligations under clause 4.2; or
 - (ii) if the *customer* has paid the *gas account*; or
 - (iii) if the *customer* has entered into a *payment plan* with the *retailer* or has made some other arrangement with the *retailer* to pay the *gas account*.
- (b) If the *retailer* has already requested the *distributor* to *disconnect supply* to a *customer's supply address*, and the *customer*:
 - (i) pays the *gas account*; or
 - (ii) enters into a *payment plan* with the *retailer* or makes some other arrangement with the *retailer* to pay the *gas account*,the *retailer* must use reasonable endeavours to prevent *disconnection* occurring.
- (c) A *retailer* must not unreasonably refuse to offer a *payment plan* to a *customer*.

5 OTHER GROUNDS FOR DISCONNECTION OF SUPPLY

- (a) In addition to the *retailer's* rights under clause 4, the *retailer* may request a *customer's distributor* to *disconnect supply* to the *customer's supply address* if:
- (i) the *retailer* suspects on reasonable grounds that the *customer* has committed an offence relating to the illegal use of *gas* or has obtained *supply* otherwise contrary to this Code; or
 - (ii) the *customer* has requested or given prior agreement to the *disconnection*.
- (b) To *disconnect supply* in a case to which clause 5(a)(i) applies, the *retailer* must give the *customer notice* of its intention to request the *distributor* to *disconnect supply* and also detailing the reason/s for the *disconnection*, prior to the *disconnection* occurring. The *retailer* must report any *disconnections* undertaken pursuant to clause 5(a)(i) to the *Director of Gas Safety* within five *business days*.

Explanatory Note

The *Gas Distribution Code* sets out the circumstances in which a *customer's distributor* is entitled to *disconnect*, curtail or interrupt *supply*.

- (c) If, in accordance with clause 3.1 of the *Gas Distribution Code*, a *distributor* gives a *retailer notice* of the *distributor's* intention to *disconnect* any of the *retailer's customers*, the *retailer* must give all affected *customers notice* of the *distributor's* intention within five *business days* of receipt by the *retailer* of the *distributor's notice*.

6 RECONNECTION OF SUPPLY

6.1 Reconnection After Disconnection for Non-Payment

A *retailer* that has requested the *disconnection* of *supply* to a *customer* for non-payment of a *gas account* must as soon as practicable request the *customer's distributor* to *reconnect supply* if:

- (a) the *customer* pays the *gas account*, interest that has accrued on the *gas account* and, if applicable, a *reconnection* fee of the *retailer*; and
- (b) the *customer* gives the *retailer* any *security* requested by the *retailer*, in accordance with clause 14 of this Code, for the payment of future *gas accounts*; or

- (c) the *customer* enters into a *payment plan* or makes some other arrangement with the *retailer* to pay the amount of the *gas account*, interest and, if applicable, a *reconnection* fee to the *retailer*.

6.2 Timing Requirements

Where a *retailer* is under an obligation to request a *customer's distributor* to *reconnect* the *customer* in accordance with clause 6.1 and the *customer* makes a request for *reconnection*:

- (a) before 3 pm on a *business day*, the *retailer* shall use reasonable endeavours to procure the *reconnection* by the *distributor* on the day of the request;
- (b) after 3 pm on a *business day*, the *retailer* shall procure the *reconnection* by the *distributor* as soon as possible on the next *business day*; or
- (c) after 3 pm on a *business day* and before the close of normal business and pays the *retailer's* after hours *reconnection* charge, the *retailer* shall procure the *reconnection* by the *distributor* on that day.

7 COMPLAINT HANDLING AND DISPUTE RESOLUTION

A *retailer* must deal with *customers'* complaints in accordance with *Australian/New Zealand Standard (AS/NZS 10002:2022)*.

8 ACCOUNTS

8.1 Account Cycle

A *retailer* must provide a *customer* with a *gas account* at least once every 100 days.

8.2 Due Date for Payment

The due date for payment of the *gas account* is to be at least 12 *business days* after the date of dispatch of the *gas account* to the *customer*.

8.3 Due Date Reminder

If payment is not made nor an arrangement for payment entered into by the due date the *retailer* must give the *customer* a reminder *notice* of the *gas account* within 14 days after that date.

8.4 Gas Accounts

A **gas account** issued by a **retailer** to a **customer** must:

- (a) include:
 - (i) a telephone number at which inquiries may be made relating to **gas accounts**;
 - (ii) a telephone number at which the **distributor** may be contacted in an emergency;
 - (iii) a telephone number specifically identified as a telephone number at which the **retailer** may be contacted when a **customer** is experiencing difficulty paying a **gas account**; and
 - (iv) information showing:
 - (A) the **customer's** consumption for the period covered by the **gas account**; andto the extent that the data is available:
 - (B) the **customer's** consumption for each **gas account** period over the past 12 months; and
 - (C) a comparison of the **customer's** consumption for the period covered by the **gas account** with the **customer's** consumption for the same period the previous year.
- (b) be based on consumption of **gas** as indicated by **meter** readings, subject to the following exceptions:
 - (i) where the relevant tariff is not based on consumption, the **gas account** is to be prepared on the basis contemplated in the tariff; and
 - (ii) where a reliable **meter** reading cannot be obtained for any reason, including inability to access the **meter**, the **gas account** may be based on a reasonable estimate of consumption and, if a reliable **meter** reading becomes available later, the next **gas account** must be adjusted to reflect actual consumption.
- (c) Notwithstanding clause 8.4(b)(ii), a **retailer** must obtain a reading of a **customer's meter** at least once in each 12 month period.

- (d) The **retailer** must notify the **customer** of a **gas account** estimated under clause 8.4(b), the reason for the **gas account** being estimated, how the **gas account** has been estimated and that if a reliable **meter** reading becomes available later, the next **gas account** will be adjusted to reflect actual consumption.

8.5 Charges

If in addition to the supply or sale of **gas**, a **retailer** supplies other goods or services to a **customer**, the **retailer** may bill for those other goods and services separately. If the **retailer** chooses not to bill separately, the **retailer** must:

- (i) include the charge for the other goods and services as a separate item on the **gas account**, together with a description of the other goods and services provided; and
- (ii) apply payments received from the **customer** as directed by the **customer** or, if the **customer** gives no direction, apply the payment to the charges for the supply of **gas** before applying any part of it to other goods and services.

9 RECOVERY OF UNDERCHARGES CAUSED BY ILLEGAL USE

A **retailer** that lawfully obtains the **disconnection** of **supply** to a **customer** that has been undercharged as a result of illegal use of **gas** by the **customer** may, despite the **disconnection**:

- (a) estimate, in accordance with the tariff under which **supply** was provided, the **gas** usage that the **customer** has not paid for; and
- (b) recover the amount that would have been payable for that **gas** usage under the tariff, together with interest calculated on a basis approved by the **Regulator**.

10 RECOVERY OF UNPAID ACCOUNTS

A **retailer** may recover in a court of competent jurisdiction as a debt due to the **retailer**:

- (a) an amount that remains outstanding after **disconnection** of **supply** to the **customer** for failure to pay a **gas account**; and
- (b) an amount that remains outstanding for failure to pay a **gas account**, notwithstanding that the **retailer** continues to supply **gas** to the **customer**; and

- (c) an amount estimated in accordance with clause 9 for any illegal use of *supply*; and
- (d) any *connection* or *reconnection* fee; and
- (e) any interest that it may charge in respect of the *customer*.

11 CUSTOMER HARDSHIP - MINIMUM STANDARDS

11.1 Customer Hardship Policy

- (a) A *retailer* must have a *customer* hardship policy and apply it to *customers* experiencing payment difficulties due to hardship.
- (b) For the purposes of this Code, a *customer* may be experiencing hardship attributable to factors including, but not limited to, -
 - (i) death in their family;
 - (ii) household illness;
 - (iii) *family violence*;
 - (iv) unemployment; or
 - (v) reduced income.
- (c) For the purposes of this Code, a *customer* is identified as experiencing payment difficulties due to hardship if -
 - the *customer*, an accredited independent financial institution, or an institution that provides, on a not-for-profit basis, assistance to persons experiencing financial difficulty, has notified the *retailer* that the *customer* is suffering hardship and is consequently having difficulty, or expects in the near future to have difficulty, in paying an amount of money specified in a *gas account* that is or may be issued by the *retailer*; or
 - the *retailer* has identified a *customer* as experiencing payment difficulties due to hardship; and
 - (i) the *customer* would, but for hardship, pay the amount of money or amount of moneys that are, or may become, due and payable by the *customer* to the *retailer*.

11.2 Content of Customer Hardship Policy

- (a) Without limiting the general obligation under clause 11.1(a), the **customer** hardship policy must:
- (i) contain policies and internal assessment processes for implementation by persons employed or engaged by the **retailer** to enable those persons to:
 - answer **customer** queries about the **retailer's customer** hardship policy; and
 - determine a **customer's** eligibility using objective criteria¹ as indicators of hardship;
 - make an early identification of a **customer** experiencing payment difficulties due to hardship; and
 - assist **customers** experiencing payment difficulties due to hardship; and
 - (ii) provide for staff training about the **retailer's** policies and procedures and attempt to ensure that those persons treat **customers** who are suffering hardship with respect and sensitivity and in a manner that does not reflect any bias against such **customers**;
 - (iii) exempt **customers** experiencing payment difficulties due to hardship from supply restriction, legal action, and additional debt recovery costs while payments are made to the **retailer** according to an agreed **payment plan** or other payment schedule;
 - (iv) state any circumstances in which a **retailer** will waive or suspend fee and interest payments on outstanding amounts;
 - (v) offer a range of payment options in accordance with a **customer's** capacity to pay;
 - (vi) provide for written confirmation of any alternative payment method to be sent to **customers** within 10 **business days** of an agreement being reached;

¹ Criteria may include, but are not limited to: a **customer's** previous payment history (including, as examples, requested payment extensions or the receipt of notice(s) of disconnection); and appropriate self-assessment by the **customer**.

- (vii) offer information on, and referral to, the services of independent financial counsellors;
- (viii) offer information about the *retailer's* complaints and dispute resolution processes, and the *customer's* right to lodge a complaint with the *Tasmanian Ombudsman* if their claim to be experiencing payment difficulties due to hardship is not resolved to their satisfaction by the *retailer*;
- (ix) detail the circumstances in which the *customer* hardship policy will cease to apply to *customers*; and
- (x) provide a review mechanism for the *customer* hardship policy and its associated procedures.

11.3 Accessibility of a Customer Hardship Policy

- (a) A *retailer* must ensure that its *customer* hardship policy is easily accessible on its website in a readily printable form.
- (b) A *retailer* must send a copy of its *customer* hardship policy to any *customer* who requests to be sent a copy.

11.4 Assistance Beyond the Minimum Standards

Nothing in clauses 11.1 to 11.3 prevents a *retailer* from providing hardship assistance to *customers* in addition to the minimum standards set out in this Code.

12 FAMILY VIOLENCE ASSISTANCE - MINIMUM STANDARDS

12.1 Training

- (a) A *retailer* must ensure that training is provided to any person (including employees, agents and contractors) acting on its behalf who:
 - (i) may engage with *affected customers* by any means of communication;
 - (ii) is a manager of a person identified in clause 12.1(a)(i); or
 - (iii) is responsible for systems and processes that guide interactions with *customers*.
- (b) For the purposes of clause 12.1(a), a *retailer* must ensure that the training provided addresses:

- (i) the nature and consequences of *family violence*;
- (ii) the application of the *retailer's family violence* policy;
- (iii) how to identify *affected customers*; and
- (iv) how to engage appropriately and effectively with *affected customers*.

12.2 Account Security

- (a) Notwithstanding any other requirement in this Code, a *retailer* must not disclose or provide access to confidential information about an *affected customer* to any other person without the consent of the *affected customer*.
- (b) In clause 12.2(a), the term “confidential information” refers to any information that may be used to identify or locate an *affected customer*, including information about their whereabouts, contact details, or financial or personal circumstances.
- (c) In clause 12.2(a), the term “any other person” includes a person who is or has been a joint account holder with an *affected customer*.
- (d) To identify a safe method of communication with an *affected customer*, a *retailer* must:
 - (i) take reasonable steps to elicit the *affected customer's* preferred method of communication; and
 - (ii) offer alternative methods of communication if the *affected customer's* preferred method of communication identified in clause 12.2(d)(i) is not practicable.
- (e) An *affected customer's* entitlement for communications to be in accordance with the method of communication identified pursuant to clause 12.2(d) takes precedence over any other *customer* entitlement or *retailer* requirement in this Code to communicate with or provide information to a *customer* in a particular way.
- (f) A *retailer* must keep a record of arrangements reached pursuant to clause 12.2(d).

12.3 Customer Service

- (a) A **retailer** must provide for a secure process designed to avoid the need for an **affected customer** to repeatedly disclose or refer to their experience of **family violence** by:
 - (i) providing a method for readily identifying the account of a **customer** who has been identified as an **affected customer**; and
 - (ii) providing for effective ongoing engagement with an **affected customer**.

12.4 Debt Management

- (a) Before taking action to recover arrears from an **affected customer**, a **retailer** must take into account:
 - (i) the potential impact of debt recovery action at that time on the **affected customer**; and
 - (ii) whether other persons are jointly or severally responsible for the gas usage that resulted in the accumulation of those arrears.
- (b) Nothing in clauses 12.1 to 12.11 prevents a **retailer** from waiving, suspending or repurchasing the debt of an **affected customer**.

12.5 Family Violence as a Potential Cause of Customer Hardship

A **retailer** must recognise **family violence** as a potential cause of **customer** hardship.

12.6 Retailers not to require documentary evidence

A **retailer** must not require an **affected customer** to provide any documentary evidence of **family violence** as a precondition to applying this Code or the **retailer's family violence** policy.

12.7 Assistance Beyond the Minimum Standards

Nothing in clauses 12.1 to 12.11 prevents a **retailer** from providing assistance to **affected customers** in addition to the minimum standards set out in this Code.

12.8 Family Violence Policy

A *retailer* must have a *family violence* policy that addresses clauses 12.1 to 12.11 of this Code.

12.9 Family Violence Policy to be Accessible

- (a) A *retailer* must ensure that its *family violence* policy is easily accessible on its website in a readily printable form.
- (b) A *retailer* must send a copy of its *family violence* policy to any *customer* or *affected customer* who requests to be sent a copy.

12.10 Family Violence Policy to be Reviewed

A *retailer's family violence* policy must provide a review mechanism for the *family violence* policy and its associated procedures.

12.11 Record Keeping

A *retailer* must maintain records that are sufficient to evidence its compliance with the *family violence* provisions of this Code.

13 CUSTOMER CHARTER

- (a) A *retailer* must prepare a *customer charter* that:
 - (i) states the services and the level and standard of such services that a *customer* is entitled to receive from the *retailer*;
 - (ii) states the basis on which *gas accounts* are to be prepared, the method of delivery of *gas accounts* and the frequency of issue;
 - (iii) states the time period allowed for payment and the payment options available to the *customer* including information concerning *security* and *payment plans*;
 - (iv) includes a sample *gas account*;
 - (v) includes the *retailer's* fees for services, including *connection*, *reconnection* etc.;
 - (vi) includes the telephone number established by the *customer's distributor* pursuant to clause 4.2 of the *Gas Distribution Code* and states that the telephone number can be used at any time

- to report, or obtain information regarding, an emergency or interruption to *supply*;
- (vii) sets out the *retailer's* position in relation to the review and adjustment of *gas accounts*, including interest on amounts unpaid or overpaid, and the processes for the recovery of unpaid monies;
 - (viii) summarises *customers'* rights, entitlements and obligations relating to the supply and sale of *gas* to *customers*;
 - (ix) sets out the steps in the process leading to *disconnection* of a *customer* for non-payment of a *gas account*;
 - (x) includes information about the *retailer's customer* hardship policy and sets out how a *customer* may obtain a copy of that policy;
 - (xi) includes information about the *retailer's family violence* policy and sets out how a *customer* or *affected customer* may obtain a copy of that policy; and
 - (xii) describes fully in detail how a *customer* may make an enquiry or complaint relating to the supply and sale of *gas*.
- (b) The *retailer* must make available a copy of the *customer charter* to a *customer* at, or before, the time *supply* to the *customer* is *connected* and upon request by the *customer*.
 - (c) The *retailer* must review and, if necessary, update the *customer charter* annually.
 - (d) The *retailer* must advise a *customer* of any changes to the *customer charter*.
 - (e) The *retailer* must lodge a copy of the *customer charter*, and each update of it, with the *Regulator*.

14 SECURITY

14.1 Security

Subject to this clause 14, a *retailer* may require a *customer* to provide *security* against the *customer* defaulting on payment of a *gas account*.

14.2 Security Amount

The amount of *security* is not to exceed:

- (a) if *gas accounts* are to be issued quarterly, 1.5 times the bill amount of the average quarterly consumption of *gas* by a *customer* with a similar *gas* consumption profile to the person required to provide the *security*; or
- (b) if *gas accounts* are to be issued more frequently than quarterly, twice the bill amount of the average monthly consumption of *gas* by a *customer* with a similar *gas* consumption profile to the person required to provide the *security*.

14.3 Security Accounts

- (a) A *retailer* must maintain an interest bearing account with a bank, building society or credit union expressly for the purpose of holding *security* deposits and refundable advances required by the *retailer* under clause 14.1.
- (b) A *retailer* that receives *security* for payment of *gas accounts* in the form of a deposit or refundable advance must:
 - (i) immediately give the person who provided the *security* a receipt for the amount of the *security*; and
 - (ii) pay the amount of the *security* into an account maintained in accordance with clause 14.3(a).
- (c) A *retailer* must not withdraw the amount of the *security* from the account maintained in accordance with clause 14.3(a) or any of the accrued interest except:
 - (i) to use or return the *security* in accordance with clause 14.4; or
 - (ii) as authorised by the *Regulator*.

14.4 Use and Return of Security Deposits

- (a) A *retailer* may use a *customer's security* deposit or refundable advance, including accrued interest to offset an amount owed by the *customer* for *supply* in any of the following circumstances:
 - (i) where the *gas supply* has been *disconnected* because of the *customer's* failure to pay a *gas account* for *supply*; and

- (ii) where the *customer* has failed to pay the amount due in respect of a final *gas account* for *supply*; or
 - (iii) at the request of the *customer* where the *customer* has requested *disconnection* of *supply* or has informed the *retailer* of a change in the occupation of the *supply address*.
- (b) A *retailer* that uses a *customer's security* deposit or refundable advance to offset a *gas account* must, within 14 days of doing so, give the *customer* an accounting of its use of the *security* deposit or refundable advance and pay any balance remaining, including accrued interest, to the *customer*.
- (c) A *retailer* must return a *customer's security* deposit or refundable advance to the *customer*, together with accrued interest, within 10 *business days* of any of the following events occurring;
- (i) the *customer* completes 1 year of satisfactory payment of *gas accounts*; or
 - (ii) the *retailer* ceases to supply the *customer* with *gas* and the *customer* pays any amount owed to the *retailer* for the *supply*.

15 ANNUAL RETURN

15.1 Information to be Included in Annual Return

Each annual return lodged by a *retailer* under section 26(2)(a) of the *Act* must contain the information described in schedule 1.

15.2 Additional Report

The annual return is to be accompanied by a report prepared by a *reporter* in accordance with the 'frequency of reporting' provisions of the *Regulator's Regulatory Reporting Guideline*.

15.3 Lodgement Date of Annual Return

Each year, a *retailer* must provide to the *Regulator*, by 30 September or such date as the *Regulator* nominates, an annual return as required under section 26(2)(a) of the *Act*.

16 COMPLIANCE PLANS AND REPORTS

16.1 Compliance Plan

A *retailer* must develop and submit to the *Regulator* a *compliance plan*, initially within three months of the date of issue of the *retailer's* licence or such other date as is notified by the *Regulator* and, subsequently, by the first anniversary of that date, and, after that, every two years.

16.2 Consistency with Standards and Codes

The *compliance plan* is to be developed in accordance with and take account of any *standards* and *codes*.

16.3 Review by Regulator

A *retailer* must consider any comments made by the *Regulator* on the *compliance plan* and, if required by the *Regulator*, amend provisions of a *compliance plan* related to reporting to the *Regulator* including processes for capturing and analysing data that is to be reported.

17 DEFINITIONS AND INTERPRETATION

17.1 Definitions

In this Code, unless the context otherwise reflects:-

“abuse” has the meaning given to the term in section 8(1) of the *Intervention Orders (Prevention of Abuse) Act 2009* (South Australia).

“Act” means the *Gas Industry Act 2019* (Tasmania).

“affected customer” means any *customer*, including a former *customer*, who may be affected by *family violence*.

“appliance” has the meaning given to that term in the *Gas Safety Act 2019* (Tasmania).

“Australian/New Zealand Standard (AS/NZS 10002:2022)” means AS/NZS 10002:2022 Guidelines for complaint management in organizations published by Standards Australia as in force from time to time (including any standard or code having effect under that standard).

“Australian Standard (AS 37301)” means AS ISO 37301:2023 Compliance management systems - Requirements with guidance for use, as in force from time to time (including any code or standard having effect under that standard).

“business day” means:

- (a) in relation to interaction between the *retailer* and a *customer* means a day on which banks are open for general banking business in the region of Tasmania in which the *customer’s supply address* is located, excluding a Saturday or Sunday; and
- (b) in all other cases means a day on which banks are open for general banking business in Hobart, excluding a Saturday or Sunday.

“code” means any code issued by the *Regulator* under the *Act*.

“compliance plan” means a written plan developed by a *retailer* outlining the *retailer’s* procedures, practices and strategies for managing and auditing the *retailer’s* compliance under the *Act*, its *gas retail licence*, the *Gas Distribution Code*, this Code, the *customer charter*, relevant Australian Standards and any *standards* and *codes* which must include (among other things) details of

standards, indicators and targets for measuring the *retailer's* compliance performance and which must have regard to *Australian Standard (AS 37301)*.

"connection" means the joining of a *gas installation* to a *gas supply point* to allow the flow of *gas* from the *distribution system* to a *gas installation*.

"customer" has the meaning given to that term in the *Act*.

"customer charter" means the charter prepared by a *retailer* in accordance with the requirements of clause 13 of this Code.

"Director of Gas Safety" means the *Director of Gas Safety* appointed under the *Gas Safety Act 2019* (Tasmania).

"disconnect" has the meaning given to that term in the *Act*.

"disconnection" means:

- (a) the permanent suspension of the supply of *gas* to a *customer*; or
- (b) the indefinite suspension of the supply of *gas* to a *customer* in circumstances where some action by the *customer*, the *retailer* or both is required before the supply of *gas* can be re-established.

"distribution licence" means a *gas infrastructure licence* for the *distribution system* as identified in the *gas infrastructure licence*.

"distribution services" means the service of receipt of *gas* at *receipt points*, haulage of the *gas* through the *distribution system* and delivery of the *gas* at *gas supply points*.

"distribution system" has the meaning given to that term in the *Act*.

"distributor" means:

- (a) a person who holds a *distribution licence*; or
- (b) an operator appointed by the *Regulator* under section 88 of the *Act* to carry out *gas infrastructure activities* in relation to a *distribution system*; or
- (c) a person who is exempt from the requirement to obtain a *distribution licence* by section 107 of the *Act*.

“family violence” has the meaning given to the term ‘domestic abuse’ in section 8(8) of the *Intervention Orders (Prevention of Abuse) Act 2009* (South Australia) and is with respect to acts of **abuse**.

“gas” has the meaning given to that term in the **Act**.

“gas account” means a statement issued by the **retailer** setting out the details of a **customer’s gas** consumption and the associated charges, as described in clause 8.

“Gas Distribution Code” means the code of that name issued under the **Act**.

“gas infrastructure activities” has the meaning given to that term in the **Act**.

“gas infrastructure licence” has the meaning given to that term in the **Act**.

“gas installation” has the meaning given to that term in the *Gas Safety Act 2019* (Tasmania).

“gas retail licence” has the meaning given to that term in the **Act**.

“gas supply point” has the meaning given to that term in the *Gas Safety Act 2019* (Tasmania).

“meter” means a device which measures and records the volume of **gas** passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of **gas**.

“Minister” means the Minister who is responsible for the administration of the **Act**.

“notice” means notice in writing.

“payment plan” means an arrangement for a **customer** to pay, by instalments, amounts due to a **retailer**.

“receipt point” means a point at which **gas** passes from a **transmission system** into a **distribution system** or from a **distribution system** into a **distribution system**.

“reconnection” means the re-establishment of **supply** to a **customer** at the same **supply address** at which that **customer** had previously been receiving **supply**.

“Regulator” means the **Regulator** as defined in the **Act**.

“Regulatory Reporting Guideline” means the guideline of that name as first issued by the **Regulator** in June 2000 and as amended from time to time.

“reporter” means an appropriately qualified person engaged by a **retailer** with the approval of the **Regulator** to report, in accordance with terms of reference approved by the **Regulator**, to the **Regulator** on:

- (a) the completeness and accuracy of the **retailer’s** annual report referred to in clause 15 of this Code; and
- (b) compliance with and adequacy of the **retailer’s compliance plan**.

“retailer” means:

- (a) a person licensed to **sell gas** by retail under a **gas retail licence**; or
- (b) an operator appointed by the **Regulator** under section 88 of the **Act** to **sell gas** by retail; or
- (c) a person who is exempt from the requirement to obtain a **gas retail licence** by section 107 of the **Act**.

“security” has the meaning given to that term under clause 14.

“sell” has the meaning given to that term in the **Act**.

“small customer” has the meaning given to that term under the **Act**.

“standard” means a standard issued, or approved, by the **Regulator** under the **Act**.

“storage facility” means a facility for the storage of large quantities of **gas** including underground storage facilities.

“supply” has the meaning given to that term in the **Act**.

“supply address” means the address at which the **distributor** has supplied, supplies or may supply **gas** to a **customer**.

“Tasmanian Ombudsman” means the Ombudsman appointed under the **Ombudsman Act 1978 (Tas)**.

“transmission system” means a pipeline or a system of pipelines, for the high pressure transmission of **gas** and all related facilities, together with:

- (a) all structures for protecting or supporting the pipeline or system of pipelines; and
- (b) facilities for the compression of *gas*, the maintenance of the pipeline or system of pipelines and the injection or withdrawal of *gas*; and
- (c) all fittings, appurtenances, appliances, compressor stations, odourisation plants, scraper stations, valves, telemetry systems (including communications towers); and
- (d) works and buildings used in connection with the pipeline or system of pipelines

but excluding all *storage facilities* and *distribution systems*.

17.2 Interpretation

In this Code, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Code; and
- (b) words importing the singular include the plural and vice versa; and
- (c) words importing a gender include any gender; and
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency; and
- (e) a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this Code; and
- (f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement; and
- (g) a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute; and
- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document; and

- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns; and
- (j) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this Code have a corresponding meaning; and
- (k) a period of time:
 - (i) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
- (l) an event which is required under this Code to occur on or by a stipulated day which is not a ***business day*** may occur on or by the next ***business day***.

Schedule 1 - Annual Returns

Information required to be included in Annual Returns

Customer Numbers as at the last day of the return period

- Total number of *customers*
- Number of
 - residential *customers*
 - business *customers* with annual *gas* consumption of:
 1. less than 1 TJ
 2. between 1 TJ and 10 TJ
- Numbers of *customers* on each tariff
- Number of original accounts issued - residential/business

Disconnections/reconnections under clause 4.1 of the Gas Retail Code (for non-payment)

- Number of reminder *notices* issued - residential/business
- Number of *disconnection notices* issued - residential/business
- Number of *disconnections* carried out - residential/business
- Number of *reconnections* in the same name and same address - residential/business.

Disconnections under clause 5(a)(i) of the Gas Retail Code (suspected illegal use of gas)

- Number of *disconnections* carried out - residential/business

Payment Plans

- Number of *customers* on *payment plans* - residential/business
- Average amount of *gas accounts* subject to *payment plans*: residential/business
- Number of *payment plans* that *customers* default on - residential/business

Late payment fees

- number of fees imposed - residential/business
- amount of fee revenue collected - residential/business
- number of fees waived - residential/business

Security Deposits

- Number provided by *customers* - residential/business
- Total value of *security* deposits provided by *customers* - residential/business
- Average amount of *security* deposits - residential/business
- Number refunded to *customers* - residential/business
- Total value of *security* deposits refunded to *customers* - residential/business

Customer Complaints

- Total number - residential/business
- Number of complaints within categories advised by the *Regulator*

Call Centre/Telephone Service

- Total number of calls received
- Number of calls answered within 30 seconds

Compliance Plan

- details of the *retailer's* actual performance for the previous financial year against the standards, indicators and targets included in the *compliance plan*;
- if the *retailer's* actual performance is below the targets included in the *compliance plan*, the reasons for the failure to meet the targets and strategies for achieving the targets in the future;
- projections of the *retailer's* future performance against the standards, indicators and targets included in the *compliance plan*;
- a description of the strategies adopted or to be adopted by the *retailer* to achieve or exceed the performance targets included in the *compliance plan*; and
- details of the *retailer's* adherence to applicable Australian Standards.