



*Gas Industry Act 2019*

# Tasmanian Gas Retail Code

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## 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 ~~26 February 2021~~ 1 July 2023.

### 1.3 Regulator Bound

This Code binds the **Regulator** ~~and clause 1.6(e) binds the Minister~~.

### 1.4 Definitions

In this Code, words and phrases in bold and italics have the meaning given to them in clause ~~15~~17.1.

### 1.5 Interpretation

This Code must be interpreted according to the principles of interpretation set out in clause ~~15~~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

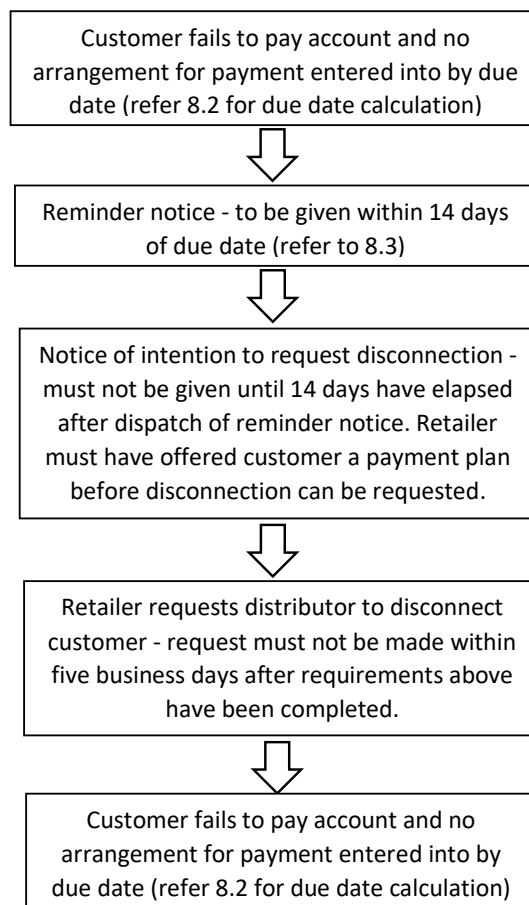
- (a) In respect of each *small customer*, the *customer's retailer* must, subject to the *customer* notifying the *retailer* otherwise, liaise with the *customer's distributor* so that the *customer* need not deal directly with the *distributor*.
- (b) By procuring, on behalf of a *customer*, *connection* 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 ~~142~~ 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 10002:2014/2022)*.

## 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 -
  - (i) 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*; and
  - (ii) 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 criteria<sup>1</sup> as indicators of 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;
- (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*;

<sup>1</sup> Criteria may include, but are not limited to: a *customer's* eligibility for concessions; 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*.

- (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 Evidence

- (a) A *retailer* must only seek documentary evidence of *family violence* when considering recovery of unpaid *gas accounts* under clause 10, debt management under clause 12.4, or restrictions on disconnection under clause 4.3 of this Code.
- (b) Any documentary evidence sought in accordance with clause 12.6(a) must be limited to that which is reasonably required by the *retailer* for the purposes of considering debt management and recovery of unpaid *gas accounts* under clause 10, debt management under clause 12.4, or restrictions on disconnection under clause 4.3 of this Code.

## 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.

## 1113 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*; ~~and~~

~~(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

~~(ix)~~~~(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*.

## 12.14 SECURITY

### 12.14.1 Security

Subject to this clause ~~12.14~~, a *retailer* may require a *customer* to provide *security* against the *customer* defaulting on payment of a *gas account*.

### 12.214.2 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**.

#### 12.314.3 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 1214.1.
- (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 1214.3(a).
- (c) A **retailer** must not withdraw the amount of the **security** from the account maintained in accordance with clause 1214.3(a) or any of the accrued interest except:
- (i) to use or return the **security** in accordance with clause 1214.4; or
  - (ii) as authorised by the **Regulator**.

#### 12.414.4 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**.

## 13.15 ANNUAL RETURN

### 13.15.1 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 21.

### 13.15.2 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**.

### 13.15.3 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**.

## 14.16 COMPLIANCE PLANS AND REPORTS

### 14.16.1 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.

### 14.16.2 Consistency with Standards and Codes

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

#### 14.316.3 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.

## 15.17 DEFINITIONS AND INTERPRETATION

### 15.17.1 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 10002:2014/2022)”* means AS/NZS 10002:2014/2022 Guidelines for *Complaint-complaint Management management* in *Organizations-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 1960037301)”* means AS ISO 1960037301:2015/2023 Compliance *Management-management Systems-systems - Guidelines, published by Standards Australia 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 ~~be in accordance with~~ have regard to *Australian Standard (AS 1960037301)*.

*"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 ~~131~~ 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)*.

~~*“interested party”* means a person whose interests are affected by a decision of the relevant authority or an authorised officer.~~

*“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 ~~13~~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 ~~12~~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*.

### 15.217.2 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~~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~~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.