

Consultation Draft - December 2001

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, subject to clause 1.6, sell **gas** to **non-contestable customers**.

1.2 Date of effect

This Code takes effect on [#] of [#] 2002.

1.3 Definitions

In this Code, words and phrases in italics have the meaning given to them in clause 21.1.

1.4 Interpretation

This Code must be interpreted according to the principles of interpretation set out in clause 21.2.

1.5 Amendment to the Code

(a) The terms and conditions of this Code may be amended by the **Director of Gas** if the **Director of Gas** reasonably determines that the proposed amendment will better achieve the objects of the **Gas Act**. In making such a determination, the **Director of Gas** must consider:

- (i) any proposal received from a **retailer**;
- (ii) any proposal received from an **interested party**; and
- (iii) any representations made to the **Director of Gas** by the **retailer** or **interested party** in relation to a proposal made by another.

(b) The **Director of Gas** will, within 20 **business days** of making a determination to amend or not to amend this Code, notify all **retailers** and **interested parties** of his determination.

1.6 Variation to the Code

- (a) A **small retail customer** and a **retailer** cannot agree to vary the application of the minimum terms and conditions of this Code.
- (b) Subject to clause 1.4(c), a **customer** whose gas consumption or anticipated gas consumption is greater than 30TJ per annum and a **retailer** may agree to vary the application of this Code.

- (c) A variation that reduces the rights of or increases the obligations of a **customer** will be valid only if the customer receives some corresponding benefit, whether financial or otherwise.

2 TARIFFS

2.1 Gas-pricing order

A **retailer's** charges for the supply of **gas** to a **customer** must be in accordance with a **gas-pricing order** (if applicable).

2.2 Notice of Tariffs

A **retailer** must give a **customer** reasonable **notice** of its tariffs, subject to any direction of the **Director of Gas**:

- (1) directly in writing to the **customer**; or
- (2) by publication in at least two daily newspapers published in Tasmania; or
- (3) in a manner agreed between the **retailer** and the **Director of Gas**.

2.3 Customer Request

Upon request from a **customer**, a **retailer** must provide a **customer** with a free copy of any of the **retailer's** tariffs within 20 **business days** of the request.

2.4 Notice of Variation

- (a) A **retailer** must give reasonable **notice** of any variation to a tariff to each relevant **customer**. **Notice** may be given, subject to any direction of the **Director of Gas**
 - (1) directly in writing to the **customer**; or
 - (2) by publication in at least two daily newspapers published in Tasmania; or
 - (3) in a manner agreed between the **retailer** and the **Director of Gas**; and
- (b) Subject to clause 2.4(a), **notice** must be given to a **customer** of a variation to the **retailer's** tariffs as soon as practicable and no later than the **customer's** next **gas account**.

3 CONNECTION

3.1 Time for connections

Subject to:

- (a) the **gas installation** at the **customer's supply address** complying with all relevant **Laws**; and
- (b) the **customer** satisfying the requirements of section 3.2,

the **retailer** shall use best endeavours to connect a **customer**,

- (c) at a **supply address** previously supplied by the **retailer**; within one **business day** of the request from the **customer** for connection or within a period agreed between the **customer** and the **retailer**;
- (d) at a new **supply address** the boundary of which is located not more than 20 metres from a **distribution main**, on a date agreed between the **customer** and the **retailer** or, where no date is agreed, within 20 **business days** of the request date of the request for connection from the **customer** for connection;
- (e) at a new **supply address** the boundary of which is located more than 20 metres from a **distribution main**, within a reasonable period of time of the date of the request from the **customer** for connection.

3.2 Customer Information

The **customer** must:

- (a) make an application for connection either in person, by telephone or in writing and provide **acceptable identification**;
- (b) provide access or authority for the **retailer** to access credit history information of the **customer**;
- (c) pay a connection charge or other fee as reasonably required by the **retailer**;
- (d) provide contact details for accounting purposes and if the **supply address** is a rental property, the contact details for the property owner or owner's agent;
- (e) if required by the **Retailer**, under clause 17.1, provide security for payment or enter into a **payment plan** prior to gas being connected and supplied; and

- (f) not have an outstanding debt relating to the supply of **gas** at a previous **supply address** (other than a debt the subject of a dispute, or for which repayment arrangements have been made).

3.3 Customers' information to Distributor

- (a) As soon as practicable after the **customer** applies for connection, the **retailer** must forward to the **distributor** relevant details of the **customer** for the purpose of:
 - (1) creating or updating the **customer's distributor's** records of that **supply address** and the **customer**, and
 - (2) arranging for connection of that **supply address** if the **customer's supply address** is not already connected.
- (b) Upon request by the **distributor**, the **retailer** must provide the **distributor** with any **customer** information as is reasonably required by the **distributor** in order to **connect** the **customer**.

4 DISCONNECTION OF SUPPLY FOR NON-PAYMENT

4.1 Disconnection

Subject to this clause 4, a **retailer** may disconnect the supply of **gas** to a **customer** if the **customer** fails to pay a **gas account** for the **gas** supplied by the due date for payment of that **gas account**, as provided in clause 8.4.

4.2 Notice of Disconnection

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

- (a) the **customer** has been given a reminder notice as required by clause 8.5;
- (b) the **customer** has been given direct **notice** in a form approved by the **Director of Gas** of the **retailer's** intention to disconnect the **gas** supply (which notice must not be given to a **customer** until a period of 14 days has elapsed since the issue of the reminder notice); and
- (c) the **customer** has been offered an alternative payment plan as outlined in clause 10.

4.3 Restriction on Disconnection

A **retailer** who has complied with clause 4.2 must not proceed with the disconnection if, within 5 **business days** after the date on which the **retailer** has complied with all of its obligations under clause 4.2, the **customer**:

- (1) pays the **gas account**, or

- (2) enters into a **payment plan** with the **retailer** or makes some other arrangement with the **retailer** to pay the **gas account**.

5 OTHER GROUNDS FOR DISCONNECTION OF SUPPLY

- (a) In addition to the **retailer's** rights under clause 4, the **retailer** may disconnect the **gas** supply to a **customer's supply address** if:
 - (1) a representative of the **retailer** has been unable to gain access to the **meter** at the **customer's supply address** on 3 successive occasions; or
 - (2) the **retailer** suspects on reasonable grounds that the **customer** has committed an offence relating to gas safety or illegal use of **gas** or has obtained supply otherwise contrary to this Code; or
 - (3) the **customer** has requested or given prior agreement to the disconnection.
- (b) To disconnect the supply of **gas** in a case to which clauses 5(a) (1) and (2) apply, the **retailer** must give the **customer** direct **notice** of its intention to disconnect the **gas** supply at least 5 **business days** before the date of disconnection.
- (c) The **customer's distributor** is entitled to disconnect, curtail or interrupt the **gas** supply in accordance with the **Gas Distribution Code**.

6 RECONNECTION OF SUPPLY

6.1 Reconnection after disconnection for non-payment

A **retailer** that disconnects a **customer's gas** supply for non-payment of a **gas account** must reconnect the **gas** supply as soon as practicable if:

- (1) the **customer** pays the **gas account, interest** that has accrued on the **gas account** and, if applicable, a reasonable reconnection fee; and
- (2) the **customer** gives the **retailer** any reasonable **security** requested by the retailer for the payment of future **gas accounts**; or
- (3) 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, reconnection fee.

6.2 Reconnection upon remedy of default

A **retailer** that disconnects a **customer's** supply on the basis of default by the **customer** under clause 5(a)(1) must reconnect the supply after the **customer** remedies the default subject to:

- (a) the **customer** complying with such requirements of clause 3.2 as may be reasonably required by the **retailer**;
- (b) the **customer** making a request for connection; and
- (c) payment, if applicable, of a reasonable reconnection fee.

6.3 Timing Requirements

Where a **retailer** is under an obligation to reconnect a **customer** in accordance with clauses 6.1 and 6.2 and the **customer** makes a request for reconnection:

- (a) before 4 pm on a **business day**, the **retailer** shall use best endeavours to procure the reconnection on the day of the request;
- (b) after 4 pm on a **business day**, the **retailer** shall procure the reconnection as soon as possible on the next business day; or
- (c) after 4 pm on a **business day** and before the close of normal business and pays the **retailer's** after hours reconnection charge, the **retailer** procure the reconnection on that day.

6.4 Distributor Disconnection

Where a **customer's distributor** has disconnected, curtailed or interrupted the **gas** supply to the **customer's supply address** and the reason for that disconnection, curtailment or interruption has ceased, the **retailer** will use best endeavours to procure the reconnection or resumption of supply as soon as possible in accordance with the **Gas Distribution Code**.

7 COMPLAINT HANDLING AND DISPUTE RESOLUTION

- (a) A **retailer** must:
 - (1) have adequate staff and effective procedures for dealing with complaints and resolving disputes with **customers**; and
 - (2) must publish information in a form approved by the **Director of Gas** to assist **customers** to register complaints and participate in procedures for the resolution of disputes.

- (b) As from the date on which a **retailer** commences selling gas by retail, complaints must be dealt with in accordance with the relevant **Australian Standard(AS 4269)**.

8 ACCOUNTS

8.1 Account Cycle

Subject to clause 8.2, a **retailer** must provide a **customer** with a **gas account** at least once in each 3 month period.

8.2 Account Cycle Agreements

A **retailer** and a **customer** may agree to an accounting cycle in which the **retailer** provides the **customer** with **gas accounts** less frequently than once in each 3 month period. That agreement is not effective unless the **customer** gives **explicit informed consent**. The **retailer** may charge for making the different account cycle available.

8.3 Account Delivery

The **retailer** must deliver the **gas account** to the **customer**:

- (a) by post; or
- (b) by personal delivery; or
- (c) by electronic or other means as agreed between the **retailer** and the **customer**.

8.4 Due Date for Payment

The due date for payment of the **gas account** is to be:

- (a) at least 14 **business days** after the **gas account** is given to the **customer**, if the period of consumption to which the **gas account** relates exceeds one month; or
- (b) at least 10 **business days** after the **gas account** is given to the **customer** if the period of consumption to which the **gas account** relates does not exceed one month.

8.5 Due Date Reminder

If payment or an arrangement for payment is not made or entered into by the due date the **retailer** must give the **customer** a reminder notice of the **gas account** within 5 **business days** after that date.

8.6 Account Information

- (a) A **gas account** issued by a **retailer** to a **customer** must set out:
- (1) the consumption or the estimate of consumption on which the **gas account** is based (including the **meter** identification number (if applicable), any relevant **meter** readings, the dates on which they were made and the number of days in the period to which the **gas account** relates); and
 - (2) the relevant tariff; and
 - (3) the amount due for **gas** consumed; and
 - (4) if the **retailer** directly passes onto the **customer** the **customer's distribution services** charges, the separate amount of the network charges; and
 - (5) the amount of any arrears or credit.
 - (6) the **customer's** name, account number, **supply address** and any relevant mailing address; and
 - (7) fixed charges (separately listing each such charge); and
 - (8) any fees for **meter** readings made at the request of the **customer** and any fees for connection, disconnection, or reconnection;
 - (9) any discount to which the **customer** is entitled (providing an indication of the principles on which the discount is calculated);
 - (10) any charge for default or delay in payment (providing an indication of the principles on which the charge is calculated);
 - (11) if any payment is required by way of **security**, the amount of the payment;
 - (12) if any **security** is held, the amount of the **security**;
 - (13) any amount that is subject to dispute between the **customer** and the **retailer**;
 - (14) any relevant language and details of interpreter services;
 - (15) how payment may be made;

- (16) a telephone number at which telephone inquiries may be made relating to **gas accounts**;
- (17) a telephone number at which the **retailer** may be contacted in an emergency; and
- (18) 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**

8.7 Gas Consumption

- (a) The **gas account** must also include a graph showing the **customer's** consumption for the period covered by the **gas account**, and to the extent that the data is available:
 - (1) the **customer's** consumption for each **gas account** period over the past 12 months; and
 - (2) the period covered by the **gas account** with the **customer's** consumption for the same period the previous year.
- (b) A **gas account** must be based on consumption of **gas** as indicated by **meter** readings, subject to the following exceptions:
 - (1) where the relevant tariff is not based on consumption, the **gas account** is to be prepared on the basis contemplated in the tariff; and
 - (2) where a reliable **meter** reading cannot be obtained for any reason, the **gas account** may be based on a reasonable estimate of consumption and, if a reliable **meter** reading becomes available later, the **gas account** must be adjusted to reflect actual consumption.
- (c) The **retailer** must notify the **customer** of a **gas account** estimated under clause 8.7(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 **gas account** will be adjusted.

8.8 Service Charges

- (a) On request from the **customer**, a **retailer** must provide a **customer** with reasonable information on distribution services, retail charges and any other charges relating to the sale or supply of **gas** comprised in the **gas account**.

- (b) 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:
 - (1) 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
 - (2) 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 PAYMENT METHODS

9.1 Methods of Payment

- (a) A **retailer** must offer the following methods of payment:
 - (1) payment in person at an office of the **retailer** or an agent for the **retailer**;
 - (2) payment by mail;
 - (3) payment by telephone by **customers** having a credit-card or other account to which the amount to be paid by the **customer** may be directly debited; and
 - (4) payment by direct debit.
- (b) Where a **retailer** offers a **customer** direct debit with a bank or financial institution, the **retailer** must agree in writing with the **customer** the amounts and the frequency of those payments.

9.2 Fees and Charges

- (a) If a **customer** pays a **gas account** and through fault of the **customer** the payment is dishonored or reversed, resulting in the **retailer** incurring a fee or charge, the **retailer** may recover that fee or charge from the **customer** by including the fee or charge in:
 - (1) a subsequent **gas account** given to the **customer**; or
 - (2) if the **customer** is not, because of disconnection or any other reason, to be issued with any further **gas accounts**, a special account for the fee or charge.
- (b) A **retailer** must waive a fee or charge of the kind referred to in clause 9.2(a) if the **customer** is able to demonstrate that the fee

or charge was incurred as a result of circumstances beyond the customer's control.

10 PAYMENT PLANS

10.1 Payment Options

A **retailer** must offer a **customer** at least the following payment options:

- (a) a payment plan under which a **customer** may make payments in advance towards future **gas accounts**;
- (b) a payment plan or other arrangement under which the **customer** may pay arrears, including any disconnection or reconnection charges, and which permits the **customer** to continue consumption; and
- (c) where the **payment plan** pertains to a **gas account** for **supply** to a site which is a business premises, payment of interest for deferral of payment.

10.2 Payment Plan Details

- (a) In offering a payment plan, the **retailer** must:
 - (1) specify the period of the plan and the amount of the instalments to be paid (which must reflect the **customer's** consumption needs and capacity to pay);
 - (2) specify the number of instalments and how the instalments are calculated;
 - (3) specify the proportion of each instalment that will be paid towards the **customer's** arrears (if any) and the proportion of each instalment that will be paid towards estimated consumption during the period of the plan;
 - (4) make provision for re-calculating the amount of the instalments where the difference between the **customer's** estimated consumption and actual consumption may result in the **customer** being significantly in credit or debit at the end of the period of the plan;
 - (5) undertake to monitor the **customer's** consumption while on the payment plan and to have in place fair and reasonable procedures to address payment difficulties a **customer** may face while on the payment plan; and

- (6) provide the **customer** with energy efficiency advice and advice on the availability of an independent financial counsellor.
- (b) A **retailer** who agrees to enter into a payment plan with a **customer** must within 4 **business days** provide written details of the **payment plan** including details of the matters referred to in clauses 10.2(a)(1) to (5), to the **customer**.

11 ACCOUNT ADJUSTMENTS

11.1 Account Review

- (a) At the request of a **customer**, a **retailer** must review a customer's **gas account**.
- (b) Where a **retailer** is conducting a review of a bill, the **customer** must pay that portion of the **gas account** which is not subject to review or an amount equal to the average amount of the **customer's gas accounts** over the previous 12 months (whichever is lower).

11.2 Adjustments

- (a) If after the review the **retailer** is satisfied that the **customer's gas account** is:
 - (1) correct, the **customer** must either pay the unpaid amount or request the **retailer** to arrange a **meter** test in accordance with the applicable laws and codes. If the **meter** is found to comply with applicable laws and codes, the **customer** must pay the cost of the test and the unpaid amount of the **gas account**, or
 - (2) incorrect, the **retailer** must adjust the **gas account**, in accordance with clauses 11.2(b) or 11.2(f).
- (b) Where a **customer** has been overcharged as a result of the **retailer's** error, including where a meter has been found to be defective, the **retailer** must:
 - (1) inform the **customer** of the overcharging within 14 days of becoming aware of the error;
 - (2) refund any charge to **customer** for testing a **meter** found to be defective; and
 - (3) give the **customer** a notice seeking instructions or seek instructions from the **customer** by telephone, on whether to refund or credit the amount of the overcharge.

- (c) A **retailer** who is required to inform a **customer** of an overcharge, must refund the amount of the overcharge with interest, or credit the amount to the customer with interest, in accordance with the customer's instructions.
- (d) If no instructions have been received from the **customer** within 30 **business days** after the day on which a **notice** referred to in clause 11.2(b)(3) was given to the **customer** or instructions were sought from the **customer** by telephone, the **retailer** must credit the **customer's** next **gas account** with the amount of the overcharge and interest. If the customer is no longer being supplied with **gas** by the **retailer**, the **retailer** must send the **customer** a cheque for the amount of the overcharge and interest.
- (e) The amount of interest to be paid to a **customer** or credited to a **customer's** account under clause 11.2(c) or (d) must be calculated on a basis approved by the **Director of Gas**.
- (f) If a **customer** is undercharged for the supply of **gas** as a result of an error by a **retailer**, the **retailer** is not entitled to recover the amount of the undercharge unless:
 - (1) in a case where the error resulted from inaccurate metering of consumption, caused by fraud or tampering with the metering equipment on the part of the **customer** or a person acting with express or implied consent of the **customer**; or
 - (2) in any other case, the liability arose no more than 12 months prior to the discovery of the error by the **retailer**.

11.3 Adjustment Claims

- (a) To recover the amount of the undercharge, the **retailer** must:
 - (1) claim the amount in the first **gas account** given to the **customer** after the discovery of the undercharge or in a special account for the undercharge; and
 - (2) if claiming by a **gas account**, separately itemise the amount in that account; and
 - (3) except in a case to which clause 11.2(f)(1) applies include in the **gas account** or special account an explanation as to why the undercharge arose; and
 - (4) include in the **gas account** or special account a full explanation as to how the amount of the undercharge was calculated; and

- (5) except in a case to which clause 11.2(f)(1) applies allow the **customer** a period of time equal to the period to which the undercharging relates up to a maximum of 12 months to pay the amount of the undercharge.
- (b) The **retailer** is not entitled to claim interest on the amount of an undercharge unless clause 11.2(f)(1) applies. Any interest claimed is to be calculated on the basis approved by the **Director of Gas**.

12 RECOVERY OF UNDERCHARGES CAUSED BY ILLEGAL USE

A **retailer** that lawfully disconnects **gas** supply to a **customer** that has been undercharged as a result of illegal use of **gas** by the **customer** may, notwithstanding the disconnection;

- (a) estimate, in accordance with the tariff under which the **gas** 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 **Director of Gas**.

13 INTEREST ON OVERDUE ACCOUNTS

- (a) Subject to clause 13(b), a **retailer** may, on a basis approved by the **Director of Gas**:
 - (1) charge **customers** for late payment of a **gas account** if the amount due to the **retailer** for **gas** sold and supplied is not paid by the due date for payment fixed in the relevant **gas account**, and
 - (2) charge the **customer** interest on the overdue amount from the due date until the date of payment
- (b) A **retailer** may not impose a charge for late payment or charge interest on an overdue amount if the **retailer** and **customer** have entered into a **payment plan** in respect of the amount due and the amount due relates to sale and supply of gas to a **supply address** that is used wholly for residential purposes.

14 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 the **customer's gas** supply 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 12 for any illegal use of supply; and
- (d) any fee or charge of the kind referred to in clause 9.2(a) that it may incur in respect of a **customer**; and
- (e) any connection or reconnection fee; and
- (f) any interest or charges of that kind referred to in clause 134 that it may charge or impose in respect of the **customer**.

15 CUSTOMER CHARTER

- (a) A **retailer** must prepare a customer charter approved by the **Director of Gas** that:
 - (1) states the services and the level and standard of such services that a **customer** is entitled to receive from the **retailer**;
 - (2) states the basis on which **gas accounts** are to be prepared and the frequency of issue;
 - (3) states the means of payment and the options available to the **customer**;
 - (4) includes a telephone number at which the **retailer** can be contacted, at any time, in an emergency.
- (b) The **retailer** must send or give a copy of the customer charter to each existing **customer** within 6 months of the **retailer** commencing to sell gas by **retail** and must send or give a copy of the **customer charter** to a new **customer** at, or before, the time the **retailer** sends the first **gas account**.

16 INFORMATION TO BE PROVIDED ON REQUEST

- (a) A **retailer** must in good faith, at the request of a **customer**, provide the **customer** with a reasonable level of advice about:
 - (1) the tariff that will provide a **gas** supply at the least cost to the **customer** in the **customer's** circumstances; or
 - (2) appropriate strategies for managing **gas** consumption on a cost-effective basis.

- (b) The advice must be provided in writing within 10 **business days** after the date of the request.
- (c) The advice is to be provided free of charge.

17 SECURITY FOR PAYMENTS

17.1 Security Payments

- (a) Subject to this clause 17, a **retailer** may require a customer to provide **security** against the **customer** defaulting on payment of a **gas account**.
- (b) A **retailer** may only require **security** for payment for **gas** supplied to a **supply address** that is used wholly or partly for business purposes if the person;
 - (1) is a new customer with no history of paying business **gas accounts**; or
 - (2) has an unsatisfactory record in relation to the payment of **gas accounts**; or
 - (3) has an unsatisfactory credit rating.
- (c) The security may only be required for **gas** supply to a **supply address** used wholly for residential purposes if the **customer**;
 - (1) is a new **customer** and has failed to produce **acceptable identification**; or
 - (2) has, within the preceding 2 years been responsible for the illegal use of **gas**; or
 - (3) has previously left a **supply address** without settling a **gas account** and the **gas account** remains outstanding and the person refuses to pay that **gas account**; or
 - (4) has refused to enter into a payment plan or other payment option and has either or both of the following;
 - (i) an unsatisfactory record in relation to payment of **gas accounts**; or
 - (ii) an unsatisfactory credit rating.

17.2 Form of Security

The **security** may be in the form of;

- (a) a deposit or refundable advance if the **supply address** that is to receive the **gas** supply is used wholly for residential purposes; or
- (b) a deposit, refundable advance or guarantee if the **supply address** that is to receive the **gas** supply is used wholly or partly for business purposes.

17.3 Security Amount

The amount of **security** is not to exceed;

- (a) if **gas accounts** are to be issued quarterly, 1.5 times the retail cost of the average quarterly consumption of **gas** by a **customer** of the same class as the person required to provide the **security**; or
- (b) if **gas accounts** are to be issued more frequently than quarterly, twice the retail cost of the average monthly consumption of gas by a **customer** of the same class as the person required to provide the **security**.

17.4 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 advance required by the **retailer** under clause 17.1(a).
- (b) A **retailer** that receives a **security** for payment of **gas accounts** in form the of a deposit or refundable advance must;
 - (1) immediately give the person who provided the **security** a receipt for the amount of the **security**; and
 - (2) pay the amount of the **security** into an account maintained in accordance with clause 17.4(a).
- (c) A **retailer** must not withdraw the amount of the **security** from the account maintained in accordance with clause 17.4(a) or any of the accrued interest except:
 - (1) to use or return the **security** in accordance with clause 17.5; or
 - (2) as authorized by the **Director of Gas**.

17.5 Use and Return of Security Deposits

- (a) A **retailer** may use a **customer's security** deposit or refundable deposit, including accrued interest to offset an amount owed by

the **customer** for the **gas** supply in any of the following circumstances:

- (1) where the **gas supply** has been disconnected because of the **customer's** failure to pay a **gas account** for the **gas** supply; and
 - (2) where the **customer** has failed to pay a final **gas account** for the **gas** supply; or
 - (3) at the request of the **customer** where the **customer** has requested disconnection of the **gas** supply or has informed the **retailer** of a change in the occupation of the premises receiving the **supply address**.
- (b) A **retailer** that uses a **customer's security** deposit or refundable deposit 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;
- (1) the customer completes 2 years of satisfactory payment of **gas accounts**; or
 - (2) the **retailer** ceases to supply the **customer** with **gas** and the **customer** pays any amount owed to the **retailer** for the supply.

18 SHORTENED COLLECTION CYCLE

A **retailer** may only place a **customer** on a shortened collection cycle if the **retailer** has given to the **customer**:

- (a) reminder **notices** for three consecutive **gas accounts** or disconnection warnings for two consecutive **gas accounts**; and
- (b) prior to the third reminder **notice** or second disconnection warning, a **notice** informing the **customer**.
 - (1) that receipt of the third reminder **notice** or second disconnection warning may result in the **customer** being placed on a shortened collection cycle; and
 - (2) that being on a shortened collection cycle means the **customer** will not receive a reminder **notice** until the

customer has paid three consecutive **gas accounts** in the *customer's* billing cycle by the due date for payment; and

- (3) of the duration of the period between the due date for payment and a disconnection **notice** under a shortened collection cycle; and
- (4) alternative payment arrangements may be available; and
- (5) the *customer* may obtain further information from the **retailer** (on a specified telephone number), including information regarding alternative payment arrangements.

19 ANNUAL RETURN

19.1 Information to be included in annual return

Each annual return lodged by a **retailer** under section 27(2) of the Gas Act must contain the information described in schedule 1.

19.2 Additional report

Every second year, to be counted from year [], the annual return is to be accompanied by a report prepared by a **reporter**.

20 MANAGEMENT PLANS AND REPORTS

20.1 Management Plan

A **retailer** must develop and submit to the **Director of Gas**:

- (a) a **compliance plan**; and
- (b) a **customer service plan**;

initially on or before[] or such other date as is notified by the **Director of Gas**, subsequently by the first anniversary of that date, and after that every two years.

20.2 Consistency with standard codes

The **management plans** are to be made in accordance with and take account of any **standards** and **codes** issued by the **Director of Gas** under the **Gas Act**.

20.3 Community consultation

A **retailer** must undertake community consultation on aspects of **management plans** which may affect the public.

20.4 Review by Director of Gas

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

21 DEFINITIONS AND INTERPRETATION

21.1 Definitions

In this Code, unless the context otherwise reflects:-

“acceptable identification” in relation to:

- (a) a domestic **customer**, includes one or more of the following: a driver’s licence, a current passport or other photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate;
- (b) a business **customer** which is a sole trade or partnership, includes one or more forms of identification for a domestic customer for each of the individuals that conduct the business; and
- (c) a business **customer** which is a company, includes the company’s Australian Company Number or Australian Business Number.

“Australian Standard (3806)” means AS3806 Compliance Programs, published by the Standards Association of Australia, as in force from time to time (including any code or standard having effect under that standard).

“Australian Standard (4269)” means AS4269 Complaints Handling published by the Standards Association of Australia as in force from time to time (including any standard or code having effect under that standard).

“business days” 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** or 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.

“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 **Gas Act**, its retail licence, the **Gas Distribution Code**, this Code, the **customer charter** 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 Australian Standard (AS 3806);

“connect” means joining 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 same meaning as in the **Gas Act**.

“customer charter” means the charter prepared by a **retailer** and approved by the **Director of Gas** in accordance with the requirements of clause 15 of this Code;

“customer service plan” means a written plan developed by a **retailer** outlining the **retailer’s** procedures, practices and strategies to achieve and review the service standards specified in any applicable **standards** and **codes** and the **customer charter** and must include (among other things) details of standards, indicators and targets for measuring the **retailer’s** performance against the service standards;

“Director of Gas” means the Director of Gas under the **Gas Act**.

“distribution main” means a pipeline forming part of the **distribution system** which carries **gas** for delivery to more than one property.

“distribution system” has the meaning given to that term in the **Gas Act**.

“distributor” means a person who holds a distribution licence issued under the **Gas Act** or a person who is exempt from the requirement to obtain a distribution licence by section 117 of the **Gas Act**.

“explicit informed consent” means consent given or agreement made by a **customer** in writing or confirmed in writing after the **customer** has been fully informed of the implications of the matter and alternatives available to it;

“gas” has the same meaning as in the **Gas Act**.

“gas account” means a statement issued by the **retailer** setting out the details of a **customer’s** gas consumption as described in clause 9.6.

“Gas Act” means the *Gas Act 2000* (Tas).

“Gas Distribution Code” means the distribution chapter of the **Tasmanian Gas Code**.

“gas installation” means any gas equipment located at the **customer’s** premises that is not part of a **distribution system**.

“gas-pricing order” means an order by the **Minister** under section 20A of the **Gas Act**.

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

“Laws” means any applicable Commonwealth, Tasmanian or local law, subordinate legislation, legislative instrument or mandatory regulatory requirement.

“management plans” means a **compliance plan** or **customer service plan**;

“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 **Gas Act**.

“notice” means notice in writing.

“reporter” means an appropriately qualified person engaged by a **retailer** with the approval of the **Director of Gas** to report to the **Director of Gas** on compliance with and adequacy of **management plans** in accordance with terms of reference approved by the **Director of Gas**;

“retailer” means a person who holds a retail licence issued under the **Gas Act** or is exempt from the requirement to obtain a retail licence by section 117 of the **Gas Act**.

“small retail customer” means a customer whose **gas** consumption or anticipated gas consumption is less than 30 TJ per annum.

“supply address” means the **customer’s** address to which **gas** is, may be or has been supplied by the **retailer**.

“supply point” means the point where gas leaves the **distribution system** before being supplied to the **customer**, whether or not it passes through facilities owned or operated by another person after that point and before being so supplied.

“Tasmanian Gas Code” means the code of that name issued by the ***Director of Gas***.

21.2 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:
 - (1) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (2) 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

- Total number of customers
- Number of
 - residential customers
 - business customers
 - contestable customers
 - non-contestable customers
- Numbers of customers on each tariff.

Disconnections/reconnections for non-payment

- Number of original accounts issued - residential/business
- Number of reminder notices despatched - residential/business
- Number of disconnection notices despatched - residential/business
- Number of actual disconnections - residential/business
- Number of reconnections in the same name - residential/business.

Disconnections/reconnections under clause 5(a)(1) and (2) of the Gas Retail Code

- Number of disconnection notices issued in relation to clause 5(a)(1) - residential/business
- Number of disconnection notices issued in relation to clause 5(a)(2) - residential/business
- Number of actual disconnections issued in relation to clause 5(a)(1) - residential/business
- Number of actual disconnections issued in relation to clause 5(a)(2) - residential/business
- Number of reconnections in the same name after disconnection under clause 5(a)(1)
- Number of reconnections in the same name after disconnection under clause 5(a)(2)

Payment Plans

- Number of customers on payment plans - residential/business
- Average amount of accounts subject to payment plans: residential/business
- Number of payment plans that customer 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.

Licensee's Call Centre

- Total number of telephone enquiries
- percentage of abandoned calls
- average time for answering of calls

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 **Director of Gas**

Management Plans

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