



Gas Industry Act 2019

Tasmanian Gas Retail Code

Version 8

26 February 2021

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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.

1.3 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 15.1.

1.5 Interpretation

This Code must be interpreted according to the principles of interpretation set out in clause 15.2.

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

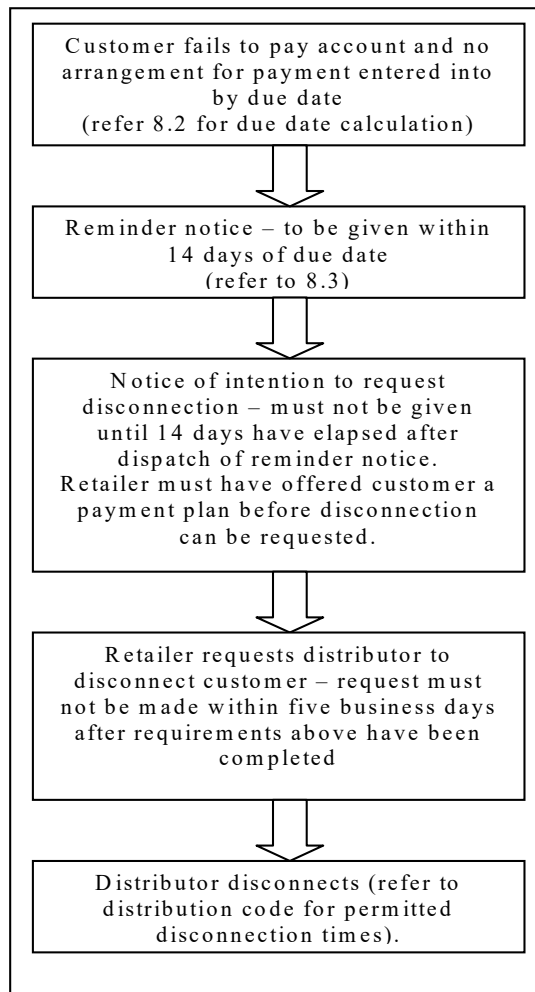
- (a) In respect of each *small customer*, the *customer's retailer* must, subject to the *customer* notifying the *retailer* otherwise, liaise with the *customer's distributor* so that the *customer* need not deal directly with the *distributor*.
- (b) By procuring, on behalf of a *customer*, *connection* 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 12 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)*.

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 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) 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 SECURITY

12.1 Security

Subject to this clause 12, a **retailer** may require a **customer** to provide **security** against the **customer** defaulting on payment of a **gas account**.

12.2 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**.

12.3 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 12.1.
- (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 12.3(a).
- (c) A **retailer** must not withdraw the amount of the **security** from the account maintained in accordance with clause 12.3(a) or any of the accrued interest except:
 - (i) to use or return the **security** in accordance with clause 12.4; or
 - (ii) as authorised by the **Regulator**.

12.4 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 ANNUAL RETURN

13.1 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 2.

13.2 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*.

13.3 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 COMPLIANCE PLANS AND REPORTS

14.1 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.

14.2 Consistency with Standards and Codes

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

14.3 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 DEFINITIONS AND INTERPRETATION

15.1 Definitions

In this Code, unless the context otherwise reflects:-

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

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

“Australian/New Zealand Standard (AS/NZS 10002:2014)” means AS/NZS 10002:2014 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 19600)” means AS ISO 19600:2015 Compliance Management Systems - Guidelines, published by Standards Australia, 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 **Australian Standard (AS 19600)**.

“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 11 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**.

“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 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.

“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**.

“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**.

15.2 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.